



**PUBLIC NOTICE**  
**HUACHUCA CITY TOWN COUNCIL**  
**MEETS**  
**THURSDAY, SEPTEMBER 26, 2019, AT 7:00PM**  
**HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,**  
**AZ 85616**

**AGENDA**

**A. Call to Order**

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

**B. Call to the Public**

Mayor

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

**C. Consent Agenda**

Mayor

*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without the removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

- C.1 Consider approval of the minutes of the Council meeting held on September 12, 2019.
- C.2 Consider approval of the Payment Approval Report in the amount of \$ 75,782.42.

**D. Unfinished Business before the Council**

Mayor

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

- D.1 Discussion and/or Action [Manager Williams]: Council approval of Resolution 2019-29 to adopt an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation [ADOT] to establish maintenance and installation responsibilities for an emergency vehicle pre-emption system ("evp system") in the right-of-way of state highway 90.
- D.2 Discussion and/or Action [Dr. Johnson]: Council consideration of expense to separate electrical access between police department and fire department.

**E. New Business before the Council**

Mayor

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

- E.1 Discussion and or/Action [Manager Williams]: August 2019 Financial Statement Review including Town grant tracking.
- E.2 Discussion and/or Action [Mayor Wallace]: Second Reading of Ordinance 2019-14, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 2 "ADMINISTRATION AND PERSONNEL," TO CHANGE THE DUTIES OF THE POLICE CHIEF, TOWN MANAGER, TOWN CLERK, FINANCE CLERK AND TOWN COUNCIL; REMOVE PROVISIONS FOR K-9 OFFICERS; HAVE POLICE OFFICERS' AND ANIMAL CONTROL OFFICERS' PAY RATES ESTABLISHED BY THE TOWN MANAGER; AND AUTHORIZE THE TOWN MANAGER TO HIRE POLICE OFFICERS AND ANIMAL CONTROL OFFICERS BASED ON NEED AND BUDGET AVAILABILITY.
- E.3 Discussion and/or Action [Dr. Johnson]: First reading of Ordinance 2019-16 AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY,

ARIZONA, AMENDING THE TOWN CODE BY ADDING NEW TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" TO ESTABLISH REGULATIONS FOR REGISTERING AND MAINTAINING FORECLOSED, ABANDONED AND VACANT PROPERTY WITHIN THE TOWN; TO ESTABLISH REGULATIONS FOR DECLARING AND ABATING SLUM AND BLIGHTED PROPERTY; TO ESTABLISH MINIMUM STANDARDS FOR THE CONDITION OF THE INTERIOR OF RESIDENTIAL BUILDINGS; TO ESTABLISH REQUIREMENTS FOR THE MAINTENANCE OF ALL RESIDENTIAL AND NONRESIDENTIAL BUILDINGS AND STRUCTURES OF ANY KIND, AND VACANT AND IMPROVED LAND; TO ESTABLISH REGULATIONS FOR GRAFFITI PREVENTION, PROHIBITION AND REMOVAL; TO PROHIBIT ACTS AND CONDUCT THAT DIMINISH QUALITY OF LIFE; AND ADOPTING ENFORCEMENT AND ABATEMENT PROCEDURES AND SANCTIONS FOR VIOLATIONS.

- E.4 Discussion and/or Action [Manager Williams]: Council direction to begin the 60 day notice process for adopting registration fees for vacant, abandoned and foreclosed property, pursuant to the above Ordinance 2019-16.
- E.5 Discussion and/or Action [Manager Williams] Council consideration of expense of \$5755.76 to bring electrical access to Leffingwell Park for the Town Christmas tree and other park electrical needs.
- E.6 Discussion and/or Action [Mayor Wallace]: Council decision to cancel the regularly scheduled Council meetings for November 28, 2019, and December 26, 2019, due to conflicts with holidays.
- E.7 Discussion and/or Action [Town Attorney]: Council decision to engage the firm of Moyes Sellers & Hendricks to provide legal counsel and representation for the Town regarding the water rights adjudication in Maricopa County Case No. W1-11-0245 ["In Re the General Adjudication of All Rights to Use Water in the Gila River System and Source"].
- E.8 Discussion and/or Action [Council Member Banks]: Council consideration to provide a letter of support for The Upper San Pedro Partnership Technical Committee, for a grant to start a web portal.
- E.9 Discussion and/or Action [Manager Williams]: Council consideration to provide a letter of support for the Tucson Food Bank & Salvation Army to provide a monthly mobile drive thru food distribution.
- E.10 Discussion and/or Action [Manager Williams]: Council approval for the closure of Gonzales Drive from Skyline Drive to School Drive from 6am-12pm on the following dates to accommodate the monthly mobile drive thru food distribution plan:

December 20, 2019  
January 17, 2020  
February 21, 2020  
March 20, 2020  
April 17, 2020  
May 22, 2020

- E.11 Discussion and/or Action [Mayor Wallace]: The Council might vote to go into Executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) & (4), for legal advice concerning the settlement agreement with Dusk till Dawn and acquisition of the property. The Council might discuss financing options and approve a financing source for the Town's purchase of the property. Any formal action on this item will be taken in open session.

- F. Reports of Current Events by Council
- G. Manager's Report
- H. Items to be placed on future agendas
- I. Adjournment

Posted at 5:00pm September 24, 2019 at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a>
<b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Library</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616

*Janine Collins*

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



**MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
MEETING HELD  
THURSDAY, SEPTEMBER 12, 2019 AT 7:00PM  
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

**AGENDA**

**A. Call to Order**

**Mayor**

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

**The meeting was called to order at:** 7:00 pm

**The Pledge of Allegiance was led by:** Mayor Wallace

**The Invocation was offered by:** David Carnes

**Roll Call**

<b><u>Present:</u></b>			<b><u>Absent:</u></b>
Johann Wallace - Mayor	Christy Hirshberg – Council Member	Matthew Williams – Town Manager	Walt Welsch – Council Member
Pro Tem - Donna Johnson	Debra Trate – Council Member	Thomas Benavidez – Town Attorney	
Joy Banks – Council Member		Janine Collins – Town Clerk	
Cynthia Butterworth – Council Member			

**B. Call to the Public**

**Mayor**

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**Call to Public:**

1. By Stuart Jantzen Address: 132 Buffalo Dr

About: Item E1. Will give speech for this item

**C. Consent Agenda**

**Mayor**

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<b>Motion C: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Hlrshberg</b>	

- C.1** Consider approval of the minutes of the Council meeting held on August 8, 2019.
- C.2** Consider approval of the Payment Approval Report in the amount of \$153,748.00.
- C.3** Consider appointment of Ashley Pietro to serve on the Town's Public Safety Personnel Retirement System "PSPRS" Local Board.
- C.4** Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:
  - A.** 2002 KIA SEDONA VIN # KNDUP131926213892
  - B.** 2002 CHRYSLER TOWN & COUNTRY VIN# 2C4GP44392R605939
  - C.** 1998 CHEVROLET SILVERADO VIN# 1GCEK14WXWZ140727
  - D.** 1995 PLYMOUTH VOYAGER VIN# 1P4GH54L8SX581813
  - E.** 2004 CHEVROLET IMPALA VIN# 1G1JF52F347316094
  - F.** 2003 DODGE DAKOTA VIN# 1D7HL38N43S382270

- G. 2001 FORD TAURUS VIN# 1FAFP55U31A128491
- H. 2005 PONTIAC SUNFIRE VIN# 3G2JB12FX5S183952
- I. 2001 OLDSMOBILE ALERO VIN# 1G3NL52E81C174773
- J. 2013 DODGE AVENGER VIN# 1C3CDZAB1DN537205
- K. 2003 HONDA ODYSSEY VIN# 5FNRL186X3B105843
- L. 2001 CHRYSLER SEBRING VIN# 4C3AG42H81E104608
- M. 1988 LINCOLN TOWN CAR VIN# 1LNBM82FXJY704282

Mayor ProTem Johnson: I brought Ashley in so everyone could meet her.

<b>Motion C:</b>			<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>		

**D. Unfinished Business before the Council**

**Mayor**

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**D.1. Discussion and/or Action [Mayor Wallace]: Second Required Reading and Adoption of Ordinance 2019-15, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA AMENDING THE TOWN CODE, TITLE 2 "ADMINISTRATION AND PERSONNEL" TO ADD PROVISIONS FOR ESTABLISHING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD IN TOWN CODE AND TO REFERENCE STATE STATUTORY REQUIREMENTS FOR PSPRS LOCAL BOARDS.**

<b>Motion D.1: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

<b>Motion D.1:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Trate</b>	

**D.2. Discussion and/or Action [Mayor Wallace]: Creation of a Review Board or Advisory Commission for the Town Police Department.**

<b>Motion D.2: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Mayor Wallace:** I would like to have a work session on this topic. If everyone agrees we can see about setting one up.

<b>Motion D.2: Works Session approved for later date</b>		<b>Action: Moved</b>
<b>Moved by:</b>	<b>Seconded by:</b>	

#### **E. New Business before the Council**

**Mayor**

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**E.1 Discussion and/or Action [Mayor Wallace]:** Presentation of September yard of the month winners. The winners are: Phillip & Yvonne Johnston, Mirena Weber, and Nancy M. Miner.

<b>Motion E.1: Open Item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Butterworth</b>	

**Mayor Wallace:** We have a Call to the Public on this one.

**Stuart Jantzen:** This is the 33<sup>rd</sup> consecutive yard of the month and will be the last. Mr. Goad and myself feel it's time to close it down. We started this to thank the home owners who took pride in their properties; we have done that. I want to thank Mayor Wallace for the support, Mr. Goad for the support and financial support, the judges and the homeowners who took pride in their properties.

**Mayor Wallace presents the awards:** Nancy M. Miner and Mirena Weber, the Johnstons were not there

**E.2 Discussion and/or action [Spencer Forsberg]: July 2019 and August 2019 Financial Statement Review including Town grant tracking.**

<b>Motion E.2: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Trate</b>	

**Spencer Forsberg:** This is the first month of our new fiscal year. Auditors will be out next week. July numbers are very solid.

General Fund Revenue: \$ 161,222.96 Expenditures: \$ 261,878.11

**Matthew Williams:** We had three large payments that month, one was the fire department quarterly payment of about \$100,000, one was for SeaCom at about \$20,000, and one was for insurance at about \$24,000. There are months where there are large expenditures but then the next months it will recover.

**Spencer Forsberg:** Water: Revenue of \$33,531.48 Expenditure: \$26,943.78, positive revenue of \$ 6587.70  
 Sewer: Revenue of \$20,579.42 Expenditure: \$13,274.90, positive revenue of \$ 7304.52  
 Garbage: Revenue of \$ 11,628.33 Expenditure: \$10,910.20 positive revenue of \$718.13  
 Landfill: Revenue of \$120,175.43 Expenditure: \$112,222.71 positive revenue of \$7,952.72

**E.3 Discussion and/or Action [Manager Williams]: Council Decision acceptance of Council member Walter Welsch's resignation from Council, Effective September 12, 2019.**

<b>Motion E.3: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Hirschberg</b>	

**Mayor Wallace reads the resignation letter of Walter Welsch**

<b>Motion E.3: Resignation effective Sept 12, 2019</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**E.4 Discussion and/or Action [Mayor Wallace]:** Council recognition and presentation of plaque to Council member Walter Welsch for six years of service to the Town of Huachuca City.

<b>Motion E.4: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Mayor Wallace:** Walter wants Mayor ProTem Johnson and myself to accept the plaque on his behalf. We will drop off the plaque to him soon.

**E.5 Discussion only [Clerk Collins]:** Announcement of vacant seat on the Town Council and establishment of the timeline for applicants to submit application materials for appointment to it.

<b>Motion E.5: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Butterworth</b>	

**Clerk Collins:** Vacant Council Seat, Applications will be accepted September 15<sup>th</sup> through October 31<sup>st</sup>. Council will do interviews on November 14<sup>th</sup>, 2019.

**Matthew Williams:** We will be publishing an ad.

**Council Member Trate:** Can we put it in our newsletter

**Mayor Wallace:** We should see about putting it on the radio

<b>Motion E.5:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Butterworth</b>	

**E.6 Discussion and/or Action [Mayor Wallace]:** Recognition of Mayor Pro-Tem Donna Johnson's sixteen year service award from the League of Arizona Cities and Towns.

<b>Motion E.6: Open Item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Hlrshberg</b>	

Mayor Wallace: Donna Johnson has been on the Huachuca City council for 16 years. She has done a lot. She lives here and has family here, she listens. Her ideas are not something to not listen to. Here is to 16 years and to 16 more.

Mayor ProTem Johnson: Thanks everyone. I just try to do what's good for the town.

**E.7 Discussion only [Director Harvey]:**Town 4<sup>th</sup> of July, 2019 event after-action report and Council approval to schedule the 2020 event for Friday July 3<sup>rd</sup>.

<b>Motion E.7: Open Item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Butterworth</b>	

Suzanne Harvey: Dunk the Mayor was one of the most popular events

- Excellent firework show – huge thanks to Whetstone Fire Department
- Served over 200 hotdogs – thanks Council PD & Lifeguards were a huge help!
- Most popular activities:
  - Dunk tank – paid for itself
  - Facepainting – professional, went really well
  - Pie-Eating Contest – Last year's winner did not defend his title
  - Snowcones
  - Jail- people could pay to put someone in jail and they had to pay to get themselves out
  - Presentation of Colors and National Anthem – Tombstone JROTC

**THANKS TO ALL THE PARTICIPANTS:**

- Tombstone High School JROTC
- Mr. Shed/Mr. Goad- a big help!
- Sparkletts Water
- Coca Cola
- Walmart
- Lectra-Serve
- Huachuca City Lions Club
- Huachuca City Community Garden
- Curtis Foster

- Whetstone Fire Department
- Healthy Huachuca Committee
- University of AZ, Cooperative extension
- Rowdy Johnson
- Council and staff

#### FOCUS AREAS FROM LAST YEAR'S AAR

##### IMPROVE:

EVENT LAYOUT

ADVERTISING

MORE ADULT ACTIVITIES

Ice cream truck – Invite one

Shorten the event: 3-8 pm is too long

##### AFTER ACTION REVIEW

##### What went well (or was improved FROM 2018)

- budget
- SCHEDULE OF EVENTS – National Anthem first
- EVENT LAYOUT
- Professional band
- food
- FACEPAINTING, pie eating contest, GAMES, horseshoes, jail, rodeo
- Presentation of colors

Fireworks!!

##### FOCUS AREAS FOR IMPROVEMENT FOR 2020

- Bowls for Ice cream/Tubs for chips
- Family friendly playlist for band
- Look for sponsors to share costs/LABOR
- Purchase banner (with sponsor money)
- Advertise on radio
- Prescribed burn – advance notification
- Staffing
- Reconsider dunk tank

##### STAFFING CONCERNS

- Cost
- Availability of staff
- Inequitable distribution of labor because of cost
- Same staff every year– Impacts their personal lives
- Council also Impacted
- Could hold it on July 3<sup>rd</sup> next year. Will still be a town holiday but not national holiday

<b>Motion E.7: 4<sup>th</sup> of July Celebration will stay on July 4<sup>th</sup></b>		<b>Action: Denied</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**E.8 Discussion and/or Action [Clerk Collins]:** Approval of Council Resolution 2019-adopting the Arizona State Library's public records retention and destruction schedules for the Town's records.

<b>Motion E.8: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Hirshberg</b>	

**Clerk Collins:** It is important for the Town to establish a Record Retention Policy, which will provide for the retention and destruction of documents and other records maintained by the Town. Over-saving records and storing them for an unlimited period can create unnecessary problems which could easily be avoided. Records can be paper files, electronic documents, correspondence (including letters, faxes and emails) and data.

Here are 7 reasons why every workplace should have a document retention policy from ShredIt.com

1. EFFICIENCY
2. COST SAVINGS
3. COMPLIANCE
4. CULTURE OF SECURITY
5. ACCESS CONTROL
6. DE-CLUTTERING
7. DESTRUCTION

**Attorney Benavidez:** The policy has been properly vetted and used for years

**Mayor Wallace:** You need to look into the Privacy act of 1974.

<b>Motion E.8:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**E.9 Discussion and/or Action [Mayor Wallace]:** First Reading of Ordinance 2019-14, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 2 "ADMINISTRATION AND PERSONNEL," TO CHANGE THE DUTIES OF THE POLICE CHIEF, TOWN MANAGER, TOWN CLERK, FINANCE CLERK AND TOWN COUNCIL; REMOVE PROVISIONS FOR K-9 OFFICERS; HAVE POLICE OFFICERS' AND ANIMAL CONTROL OFFICERS' PAY RATES ESTABLISHED BY THE TOWN MANAGER; AND AUTHORIZE THE TOWN MANAGER TO HIRE POLICE OFFICERS AND ANIMAL CONTROL OFFICERS BASED ON NEED AND BUDGET AVAILABILITY.

<b>Motion E.9: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Trate</b>	

**Mayor Wallace:** I have some concerns, please look at the ordinance and get comments on it back to Mr. Williams. My biggest concern is the manager doing the hiring and firing.

**Matthew Williams:** There's so much in code that need to be fixed; in chapter two alone. Mayor and Council approves the budget every year and salaries are part of that. If you would like we could look at other cities and see how they do it.

**Mayor Wallace:** I'm a firm believer the department heads are the best qualified to do the hiring.

**E.10 Discussion and/or Action [Manager Williams]:** Council approval of Resolution 2019-29 to adopt an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation [ADOT] to establish maintenance and installation responsibilities for an emergency vehicle pre-emption system ("evp system") in the right-of-way of state highway 90.

<b>Motion E.10: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Butterworth</b>	

**Matthew Williams:** This is for maintenance of our emergency signal that has been approved.

**Mayor Wallace:** Do we know what the finances will look like?

**Council Member Butterworth:** That's what I'm wondering.

**Mayor Williams:** What are the maintenance costs going to look like years from now?

**Matthew Williams:** I do not know I would have to ask some questions.

**Mayor Wallace:** I don't like the part where we're responsible for the maintenance.

**Doc Johnson:** ADOT does all the maintenance usually.

**Matthew Williams:** We can bring it back in two weeks.

<b>Motion E.10: Moved to the next meeting</b>		<b>Action: Moved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**E.11 Discussion and/or action [Dr. Johnson]:** Council approval for temporary closure of Skyline starting Monday September 30, 2019 & Hunt Road for repairs, and approval of expense of \$4997.04 for road repair plus a 10% contingency expense if needed.

<b>Motion E.11: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Dr. Johnson:** We originally had an agreement with the county to fix it but it fell apart. The asphalt from Skyline is slipping onto Hunt Rd. We are not paving the roads we are just fixing the slippage. BNR Paving gave us a quote of \$4997.04 to do the work. They're a great paving company and have done work for us before.

**Mayor Wallace:** Will Skyline be closed at the top?

**Dr. Johnson:** It will not be completely closed. People will still be able to use it.

<b>Motion E.11:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**E.12 Discussion and/or action [Councilmember Banks]:** Council approval of Resolution 2019-30 to recommend Chiricahua National Monument be made a national park. Council approval would also authorize Mayor Wallace to sign a letter of support.

<b>Motion E.12: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Butterworth</b>	

**Mayor Wallace:** Will this require an action?

**Attorney Benavidez:** No this just a letter of support, congress approves national parks.

<b>Motion E.12:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Council Member Banks</b>	

**E.13** Discussion and/or action [Mayor Wallace]: Councilmember reports from the 2019 League of Arizona Cities and Towns' conference.

<b>Motion E.13: Open item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Council Member Trate:** This was my first one and I really enjoyed it. Very informational and met a lot of new people. I attended economical development. I was disheartened that it was really geared for the larger cities and not small towns. We do not face the same issues as the large cities.

**Council Member Hirshberg:** I went to Transportation investment funding. They are saying electric cars will soon be 20% of all cars on the road. The roads will not be sufficient soon. They are looking into long term funding. I also went to Arizona Broadband, who are looking into bringing broadband to the schools. On the way to the schools they are looking into stopping at city halls. Also found out that we need to be careful of people who are asking questions and filming. They will edit the films to make it look like what they need.

**Mayor ProTem Johnson:** Went to the PSPRS. I had questions I wanted to ask. They did not have any answers for the pay in questions. They said they don't know. They mostly talked about the fire department and all the equipment which the fire department uses.

**Mayor Wallace:** I only went up for one day; I went for the resolutions committee. This committee was for bills, for the state legislature to look at and try to pass. We were looking into changing open meeting law to make security plans to be able to be held in executive sessions for safety. Ransom ware insurance is something that was talked about that I found interesting. All the information was on their website.

**F. Town Manager's Report: Matthew Williams:** Invites all to the **Community Town Hall Meeting**, Tuesday September 24<sup>th</sup> at 6pm at the Huachuca City Community Center. Followed by, **Your Voice Meeting** at the community center at 7pm. We would like public input on what they would like to see done around the town with the CDBG money. Mayor/Manager meeting for October 10<sup>th</sup> at the senior center.

Dusk till Dawn- Phase 2 contract has been approved. Phase 2 environmental testing's have been completed and are within acceptable levels.

Sewer Pond boring- Sewer pond sampling has been completed.

Savings Accounts- A new savings account has been established for the state infrastructure fund. The state opted to pay all towns \$197,802 in FY 2019-20 for roads & bridges infrastructure projects. This money was received and is now available in the savings account.

Employee staffing- The Town is currently hiring for 1 position with the Public Works Department and 1 position with the Landfill. Both positions are full-time.

PSPRS Funding- The Town funding plan for the PSPRS unfunded liability has been submitted to the state.

Senior Center Programs- The Town Senior Center re-opened on Wednesday, August 21<sup>st</sup> from 8:30am-2:00pm. The Senior Center will also be open on Friday's from 10am-2pm.

Chiricahua Medical Clinic- The Chiricahua clinic returned to the Senior Center on Wednesday, August 21<sup>st</sup> from 8:30am-2:30pm.

Hwy 90 Flags program- Town staff is working with ADOT and SSVEC to place flags on the poles on hwy 90 (in Town limits) for the patriotic holidays. These will begin with Veterans Day (November 11<sup>th</sup>). Public Works department will be maintaining this program.

Christmas Lights sponsorship program- Town staff is working on a program to sale business sponsorships of Town Christmas lights to be installed on poles on Hwy 90. The Town will be paying for the electrical supplies with SSVEC installing the outdoor electrical receptacles needed. Watch for more information on this going forward.

Caterpillar water wagon- The 613 Caterpillar water wagon sold for \$15,000.

Bus Line LOI- The Town LOI (Letter of Interest) for the bus grant has been approved. Town staff will now be working on the grant application which is due to by 9/27/19.

Town Clerk-Going through old ordinances and making sure they have been published. While reviewing old ordinances it was discovered that not all were published as is required by law. (3) ordinances are now being published. All were approved by Council.

Any old ordinances which were not published are now getting published correctly.

Went to the Seacom meeting this morning and a 9<sup>th</sup> department has joined, Palominos Fire District. The Herald newspaper wrote an article regarding SEACOM on 8-11-2019. Sierra Vista PIO has requested comments from Matthew Williams and me. The responses were sent out as of 8-15-2019

**G. Items to be placed on future agendas.**

**H. Reports of Current Events by Council**

**I. Adjournment**

<b>Motion: to Adjourn</b>		<b>Action:</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

Meeting was adjourned at 9:04 pm.

Approved by Mayor Wallace on September 26, 2019

\_\_\_\_\_  
Johann Wallace, Mayor

Attest: \_\_\_\_\_  
Janine Collins, Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on September 12, 2019. I further certify that the meeting was duly called and a quorum was present.

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Janine Collins, Town Clerk



## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1022288</b>							
CopperPoint Mutual Insurance	1012473748	Workmans Comp	08/01/2018	1,898.00	1,898.00	08/11/2018	
Total 1022288:				1,898.00	1,898.00		
<b>1022510</b>							
Sun Life Financial	800791/081920	employee dental	08/18/2018	10.27	.00		
Sun Life Financial	800791/081920	administrative fee	08/18/2018	10.00	.00		
Total 1022510:				20.27	.00		
<b>1022889</b>							
UNUM Life Ins. Co. of America	0012/08082018	Employee Life/AD&D Ins/080830	08/08/2018	178.82	178.82	08/11/2018	
UNUM Life Ins. Co. of America	0012/08082018	Voluntary Life/AD&D/0808293-00	08/08/2018	220.87	220.87	08/11/2018	
Total 1022889:				400.19	400.19		
<b>1042220</b>							
Bernandez Law Group, P.C.	88384	Attorney Fees	08/08/2018	5,882.50	5,882.50	08/11/2018	
Total 1042220:				5,882.50	5,882.50		
<b>1042288</b>							
Wells Fargo Remittance Center	48147	Wells Plaque	08/03/2018	33.77	33.77	08/18/2018	
Total 1042288:				33.77	33.77		
<b>1042530</b>							
Wells Fargo Remittance Center	189820	Reg Spotlight Broadcast/Williams	08/13/2018	50.00	50.00	08/18/2018	
Total 1042530:				50.00	50.00		
<b>1042888</b>							
Wells Fargo Remittance Center	08222018	Hotel-2018 Long Annual Con for	08/22/2018	1,128.72	1,128.72	08/19/2018	
Total 1042888:				1,128.72	1,128.72		
<b>1042870</b>							
Tennison Consultants, Inc	TC88387	50% of Phase 2 Inspection Dusk	08/11/2018	4,855.00	4,855.00	08/13/2018	
Total 1042870:				4,855.00	4,855.00		
<b>1043250</b>							
Herald Review Media	488184/081948	Ordinance 2018-04 For Manufact	08/31/2018	238.33	238.33	08/11/2018	
Herald Review Media	488340/081948	Ordinance 2018-01 Surplus	08/31/2018	285.33	285.33	08/11/2018	
Total 1043250:				524.02	524.02		
<b>1043271</b>							
AT&T	8001/08042018	Phone Service	08/04/2018	657.85	657.85	08/11/2018	

## TOWN OF HUACHUCA CITY

Payment Approval Report - by GL - w/GL  
Report dates: 8/5/2019-8/20/2019Page: 2  
Sep 20, 2019 12:10PM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoiced Amount	Amount Paid	Date Paid	Voided
Total 1043271:				657.95	657.95		
1043340 S.S.V.I.C	00082019	Town Hall	09/09/2019	528.54	528.54	09/12/2019	
Total 1043340:				528.54	528.54		
1043380 AZ Department of Corrections	D08108201909	Inmate Transportation Cost	09/12/2019	12.28	12.28	09/18/2019	
AZ Department of Corrections	D08107201908	Inmate Labor	09/08/2019	14.00	14.00	09/11/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	09/08/2019	11.08	11.08	09/12/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	09/18/2019	12.02	.00		
Total 1043380:				49.38	37.37		
1043480 Caselle, Inc	87040	Contract Support	09/01/2019	712.00	712.00	09/11/2019	
Total 1043480:				712.00	712.00		
1043880 Wells Fargo Remittance Center	02080772	Business Lunch W/Sierra Vista St	09/30/2019	27.00	27.00	09/19/2019	
Wells Fargo Remittance Center	06223019	Hotel-2019 Long Annual Conf For	09/22/2019	442.02	442.02	09/19/2019	
Arizona Secretary of State's Office	09102019	Reg For Election Train-J. Collins	09/10/2019	50.00	50.00	09/11/2019	
Total 1043880:				519.02	519.02		
1043706 Copygraphix	25498398	Copy Machine Lease/Town Hall	09/09/2019	841.89	841.89	09/19/2019	
Total 1043706:				841.89	841.89		
1045120 Benevidaz Law Group, P.C.	88364	Prosecution Fees	09/09/2019	481.00	481.00	09/11/2019	
Total 1045120:				481.00	481.00		
1045989 Keith Barth	09132019	JP Conference-Prescott AZ	09/13/2019	814.13	814.13	09/13/2019	
Total 1045989:				814.13	814.13		
1045810 Cochise County Sheriff's Dept	REFHUAPD08	Inmate Housing	09/11/2019	318.08	318.08	09/12/2019	
Total 1045810:				318.08	318.08		
1045210 Wells Fargo Remittance Center	040918A43	.GOV Domain Renewal	09/04/2019	400.00	400.00	09/19/2019	
Wells Fargo Remittance Center	8010082810	Email	09/29/2019	311.04	311.04	09/19/2019	
Total 1045210:				711.04	711.04		
1048278 Verizon Wireless	8857580685	cell phones	09/07/2019	1,000.48	1,000.48	09/19/2019	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1048275:				1,800.48	1,800.48		
1051240 Benevides Law Group, P.C.	06304	Prosecution Fees	08/08/2019	451.00	451.00	08/11/2019	
Total 1051240:				451.00	451.00		
1051271 AT&T	9001/09042019	Phone Service	08/04/2019	58.50	58.50	08/11/2019	
AT&T	9001/09062019	Phone Service	08/06/2019	21.47	21.47	08/18/2019	
CenturyLink	09072019	Phone Service	08/07/2019	244.51	244.51	08/18/2019	
Total 1051271:				324.48	324.48		
1051340 S.B.V.E.C	09082019	Police Dept	08/08/2019	488.27	488.27	08/12/2019	
Total 1051340:				488.27	488.27		
1051380 AZ Department of Corrections	D08108201909	Inmate Transportation Cost	08/12/2019	12.28	12.28	08/18/2019	
AZ Department of Corrections	D08107201908	Inmate Labor	08/06/2019	14.00	14.00	08/11/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	08/08/2019	11.08	11.08	08/12/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	08/18/2019	12.01	.00		
Total 1051380:				49.37	37.37		
1051480 Benjamin Supply	027880	Sink Drain Kit	08/06/2019	13.28	13.28	08/12/2019	
Total 1051480:				13.28	13.28		
1051508 Wells Fargo Remittance Center	113891618463	Juniper Cables, Starlin; 6 Gallon	08/26/2019	310.57	310.57	08/18/2019	
Total 1051508:				310.57	310.57		
1051705 Copygraphix	28521622	Copy Machine Lease/Police Dept	08/18/2019	205.07	205.07	08/18/2019	
Total 1051705:				205.07	205.07		
1053340 S.B.V.E.C	09082019	Fire Station	08/08/2019	782.41	782.41	08/12/2019	
Total 1053340:				782.41	782.41		
1057110 Chinas Corporation No. 445	4029581818	Uniform and Rentals/Public Works	08/08/2019	28.57	28.57	08/11/2019	
Chinas Corporation No. 445	4029587087	Uniform and Rentals/Public Works	08/08/2019	23.57	23.57	08/11/2019	
Chinas Corporation No. 445	4030509592	Uniform and Rentals/Public Works	08/18/2019	21.95	21.95	08/18/2019	
Total 1057110:				74.09	74.09		
1057340 S.B.V.E.C	09082019	street light	08/08/2019	2,583.13	2,583.13	08/12/2019	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1057340:</b>				<b>2,553.13</b>	<b>2,553.13</b>		
<b>1057380</b>							
AZ Department of Corrections	D08108201908	Inmate Transportation Cost	09/12/2019	48.12	48.12	09/18/2019	
AZ Department of Corrections	D08107201908	Inmate Labor	09/05/2019	55.00	55.00	09/11/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	09/09/2019	44.36	44.36	09/12/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	09/19/2019	48.06	.00		
<b>Total 1057380:</b>				<b>197.54</b>	<b>148.48</b>		
<b>1057480</b>							
Wells Fargo Remittance Center	111857227778	Orderbox & Screen Protector For	09/09/2019	31.80	31.80	09/18/2019	
Wells Fargo Remittance Center	9842111	Street Brooms	08/29/2019	211.65	211.65	09/18/2019	
<b>Total 1057480:</b>				<b>243.25</b>	<b>243.25</b>		
<b>1057478</b>							
Sanergy Petroleum LLC	589007	Diesel #2	09/04/2019	98.06	98.06	09/11/2019	
Sanergy Petroleum LLC	571425	Diesel #2	09/12/2019	15.08	15.08	09/19/2019	
Sanergy Petroleum LLC	572828	Diesel #2	09/19/2019	32.38	.00		
<b>Total 1057478:</b>				<b>95.52</b>	<b>53.14</b>		
<b>1058340</b>							
S.S.V.E.C	09092019	Pool	09/09/2019	825.80	825.80	09/12/2019	
<b>Total 1058340:</b>				<b>825.80</b>	<b>825.80</b>		
<b>1090480</b>							
Wells Fargo Remittance Center	019046783	Blades, Spindle, Cover, Bolt, Scre	09/04/2019	298.99	298.99	09/18/2019	
<b>Total 1090480:</b>				<b>298.99</b>	<b>298.99</b>		
<b>1092271</b>							
AT&T	9001/09042019	Phone Service	09/04/2019	48.88	48.88	09/11/2019	
CenturyLink	09072019	Phone Service	09/07/2019	117.35	117.35	09/19/2019	
<b>Total 1092271:</b>				<b>164.03</b>	<b>164.03</b>		
<b>1092340</b>							
S.S.V.E.C	09082019	Library	09/09/2019	845.39	845.39	09/12/2019	
<b>Total 1092340:</b>				<b>845.39</b>	<b>845.39</b>		
<b>1092388</b>							
AZ Department of Corrections	D08108201908	Inmate Transportation Cost	09/12/2019	24.58	24.58	09/18/2019	
AZ Department of Corrections	D08107201908	Inmate Labor	09/05/2019	28.00	28.00	09/11/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	09/09/2019	22.18	22.18	09/12/2019	
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	09/19/2019	24.03	.00		
<b>Total 1092388:</b>				<b>98.77</b>	<b>74.74</b>		
<b>1092480</b>							
Oasis Water Harvesting	09092019	Equipment To Connect Water Tin	09/09/2019	281.84	281.84	09/11/2019	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1082400:				281.84	281.84		
1082880							
Suzanne Harvey	88411800185	AZLA Conf Hotel & Meals Nov 6 &	08/18/2019	284.72	284.72	08/19/2019	
Arizona Library Association	SUZANNE HA	Registration For AZLA Conf Nov 6	08/18/2019	180.00	180.00	08/18/2019	
Total 1082880:				444.72	444.72		
1082793							
SWANK Movie Licensing USA	2741028	Publio Performance Site License-	08/02/2019	287.00	287.00	08/11/2019	
Total 1082793:				287.00	287.00		
1082340							
S.B.V.E.C	08082019	Senior Center	08/08/2019	403.81	403.81	08/12/2019	
Total 1082340:				403.81	403.81		
1088810							
CenturyLink	1474488463	ERATE	08/11/2019	1,482.20	1,482.20	08/11/2019	
CenturyLink	1478487141	ERATE	08/11/2019	1,482.20	.00		
Total 1088810:				2,964.40	1,482.20		
5121380							
Ralph Bailey	2103384/08202	Water Deposit Refund	08/20/2019	40.00	40.00	08/19/2019	
Total 5121380:				40.00	40.00		
5140110							
Cintas Corporation No. 445	4028681818	Uniform and Rentals/Water	08/08/2019	23.88	23.88	08/11/2019	
Cintas Corporation No. 445	4028687087	Uniform and Rentals/Water	08/08/2019	23.88	23.88	08/11/2019	
Cintas Corporation No. 445	4030303532	Uniform and Rentals/Water	08/16/2019	21.85	21.85	08/16/2019	
Total 5140110:				71.60	71.60		
5140340							
S.B.V.E.C	08082019	Wells	08/08/2019	3,827.20	3,827.20	08/12/2019	
Total 5140340:				3,827.20	3,827.20		
5140380							
AZ Department of Corrections	D08108201808	Inmate Transportation Cost	08/12/2019	48.12	48.12	08/19/2019	
AZ Department of Corrections	D08107201808	Inmate Labor	08/06/2019	58.00	58.00	08/11/2019	
AZ Department of Corrections	D08107201808	Inmate Transportation Cost	08/06/2019	44.38	44.38	08/12/2019	
AZ Department of Corrections	D08107201808	Inmate Transportation Cost	08/16/2019	48.05	.00		
Apache Real Estate Investments	8-2019	Contract Service-Water Site Insps	08/01/2019	500.00	500.00	08/11/2019	
Total 5140380:				697.54	846.48		
5140370							
AZ Dept of Revenue	EFT08312019	Sales Tax	08/31/2019	3,370.18	3,370.18	08/06/2019	
Total 5140370:				3,370.18	3,370.18		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5140460</b>							
Acy Hardware	1670601	Android-Chemical	08/12/2019	84.21	84.21	08/12/2019	
Elba Sales and Service, LLC	217298	Wood Ester Type 70 SHK	08/12/2019	284.91	284.91	08/19/2019	
Hach Company	11822118	Chlorine Free 100 Package	08/04/2019	188.08	188.08	08/11/2019	
<b>Total 5140460:</b>				<b>556.21</b>	<b>556.21</b>		
<b>5140475</b>							
Senary Petroleum LLC	588007	Diesel #2	08/04/2019	171.32	171.32	08/11/2019	
Senary Petroleum LLC	571423	Diesel #2	08/12/2019	118.11	118.11	08/19/2019	
Senary Petroleum LLC	572828	Diesel #2	08/18/2019	253.91	.00		
<b>Total 5140475:</b>				<b>543.34</b>	<b>289.43</b>		
<b>5140510</b>							
Turner Laboratories, Inc	1910207	Drinking Water Test	08/12/2019	80.00	80.00	08/19/2019	
<b>Total 5140510:</b>				<b>80.00</b>	<b>80.00</b>		
<b>5240118</b>							
Chitas Corporation No. 446	4028881618	Uniform and Rentals/Sewer	08/05/2019	28.87	28.87	08/11/2019	
Chitas Corporation No. 446	4028887087	Uniform and Rentals/Sewer	08/08/2019	23.87	23.87	08/11/2019	
Chitas Corporation No. 446	4090905832	Uniform and Rentals/Sewer	08/16/2019	21.95	21.95	08/19/2019	
<b>Total 5240118:</b>				<b>74.69</b>	<b>74.69</b>		
<b>5240340</b>							
S.B.V.I.C	08082019	Sewer Ponds	08/08/2019	488.88	488.88	08/12/2019	
<b>Total 5240340:</b>				<b>488.88</b>	<b>488.88</b>		
<b>5240388</b>							
AZ Department of Corrections	D08108201908	Inmate Transportation Cost	08/12/2019	48.12	48.12	08/19/2019	
AZ Department of Corrections	D08107201908	Inmate Labor	08/08/2019	88.00	88.00	08/11/2019	
AZ Department of Corrections	D08107201908	Inmate Transportation Cost	08/08/2019	44.38	44.38	08/12/2019	
AZ Department of Corrections	D08107201908	Inmate Transportation Cost	08/18/2019	48.05	.00		
<b>Total 5240388:</b>				<b>188.55</b>	<b>180.50</b>		
<b>5240475</b>							
Senary Petroleum LLC	588007	Diesel #2	08/04/2019	171.32	171.32	08/11/2019	
Senary Petroleum LLC	571423	Diesel #2	08/12/2019	118.11	118.11	08/19/2019	
Senary Petroleum LLC	572828	Diesel #2	08/18/2019	253.91	.00		
<b>Total 5240475:</b>				<b>543.34</b>	<b>289.43</b>		
<b>5240810</b>							
Wells Fargo Remittance Center	P48006	Replace Blades	08/12/2019	480.88	480.88	08/19/2019	
<b>Total 5240810:</b>				<b>480.88</b>	<b>480.88</b>		
<b>5240702</b>							
Turner Laboratories, Inc	1910208	Coty Waste/Water Test	08/17/2019	372.50	372.50	08/19/2019	
<b>Total 5240702:</b>				<b>372.50</b>	<b>372.50</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5440380</b>							
Waste Management of AZ	0028828-1571-	Trash Service	08/04/2019	10,584.88	10,584.88	08/11/2019	
<b>Total 5440380:</b>				10,584.88	10,584.88		
<b>5540182</b>							
Quest Diagnostics	8183865321	New Hire Drug Testing/Client #15	08/27/2019	80.00	80.00	08/11/2019	
<b>Total 5540182:</b>				80.00	80.00		
<b>5540110</b>							
Cintas Corporation No. 445	4028881818	Uniform and Rentals/Landfill	08/05/2019	53.23	53.23	08/11/2019	
Cintas Corporation No. 445	4028887087	Uniform and Rentals/Landfill	08/08/2019	88.75	88.75	08/11/2019	
Cintas Corporation No. 445	4030303532	Uniform and Rentals/Landfill	08/18/2019	85.75	85.75	08/18/2019	
<b>Total 5540110:</b>				228.73	228.78		
<b>5540340</b>							
AT&T	900109042218	Phone Service	08/04/2019	88.03	88.03	08/11/2019	
Lal Enterprises, Inc	27583	septic clean out scalehouse	08/31/2019	57.75	57.75	08/11/2019	
S.S.V.E.C	08082019	Landfill Scales	08/08/2019	784.18	784.18	08/12/2019	
CenturyLink	08072019	Phone Service	08/07/2019	84.85	84.85	08/19/2019	
<b>Total 5540340:</b>				1,025.81	1,025.81		
<b>5540390</b>							
AZ Department of Corrections	D08108201808	Inmate Transportation Cost	08/12/2019	88.28	88.28	08/18/2019	
AZ Department of Corrections	D08107201808	Inmate Labor	08/05/2019	140.00	140.00	08/11/2019	
AZ Department of Corrections	D08107201808	Inmate Transportation Cost	08/08/2019	110.82	110.82	08/12/2019	
AZ Department of Corrections	D08107201808	Inmate Transportation Cost	08/18/2019	88.12	.00		
McGoy's Septic Pumping Service	4257	Clean Landfill Septic Tank	08/28/2019	180.00	180.00	08/11/2019	
<b>Total 5540390:</b>				508.20	508.10		
<b>5540480</b>							
Ace Hardware	187048/1	Air Hose, Oil, String	08/12/2019	143.84	143.84	08/12/2019	
Arizona Comfort Systems Heating	13818025	Replace AC/Heater	08/05/2019	3,485.34	3,485.34	08/11/2019	
Sparkle	117434480912	Water	08/12/2019	55.84	55.84	08/18/2019	
West Office Products	1927288	New Printer	08/10/2019	384.87	384.87	08/18/2019	
Waste Management of AZ	0885873-0687-	Relocate	08/03/2019	1,895.00	1,895.00	08/11/2019	
<b>Total 5540480:</b>				5,867.89	5,867.89		
<b>5540476</b>							
Sanergy Petroleum LLC	558007	Red Dyed Diesel #2	08/04/2019	517.45	517.45	08/11/2019	
Sanergy Petroleum LLC	571423	Red Dyed Diesel #2	08/12/2019	1,010.88	1,010.88	08/18/2019	
Sanergy Petroleum LLC	572828	Red Dyed Diesel #2	08/18/2019	782.44	.00		
<b>Total 5540476:</b>				2,310.87	1,528.43		
<b>5540518</b>							
State of Arizona - ADEQ	0000307888X	Landfill Fee	08/03/2019	2,387.53	2,387.53	08/11/2019	
<b>Total 5540518:</b>				2,387.53	2,387.53		
<b>5540510</b>							
Empire Southwest, LLC	EMWV2851115	D8-T Final Guard Recall	08/18/2019	680.80	680.80	08/11/2019	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vatted
Marle's Automotive Supply	19-303001	Spark Plugs, Fluid, Oil Filter, Core	09/10/2019	89.83	89.83	09/11/2019	
Senegy Petroleum LLC	887846	Victory Blue Gas	09/12/2019	241.81	241.81	09/19/2019	
Total 8840810:				932.64	932.64		
8840705							
Caterpillar Financial Services	20220944	Payment For 816K Compactor	09/07/2019	3,313.82	3,313.82	09/18/2019	
Caterpillar Financial Services	20220944	Payment For D6T Tractor	09/07/2019	3,450.87	3,450.87	09/18/2019	
Total 8840705:				6,764.69	6,764.69		
Grand Totals:				78,762.49	72,699.55		

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## **RESOLUTION NO. 2019-29**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ["ADOT"] TO ESTABLISH MAINTENANCE AND INSTALLATION RESPONSIBILITIES FOR AN EMERGENCY VEHICLE PRE-EMPTION SYSTEM ("EVP SYSTEM") IN THE RIGHT-OF-WAY OF STATE HIGHWAY 90.

WHEREAS, the Town desires to install an EVP System on State Highway 90 for emergency access from School Drive; and

WHEREAS, the Town requires authorization and cooperation from ADOT to install and maintain the EVP System; and

WHEREAS, ADOT and the Town may contract for services and enter into agreements with one another for joint or cooperative action, pursuant to A.R.S. section 11-952; and

WHEREAS, ADOT and the Town have already entered into a HURF Exchange funding agreement to pay for the EVP System; and

WHEREAS, attached hereto as Exhibit A and incorporated herein by this reference, is a an agreement for installation and maintenance of the EVP System; and

WHEREAS, the Mayor and Council have determined that approval of the Agreement is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

**Section 1.** The Town is hereby authorized to enter into the Agreement between the Town of Huachuca City and the State of Arizona, through its Department of Transportation, for installation and maintenance of the EVP System, said Agreement being attached hereto as Exhibit AA.@

**Section 2.** The Mayor of the Town of Huachuca City is hereby authorized and directed to execute said Agreement on behalf of the Town.

**Section 3.** The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE  
TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 26th DAY OF  
SEPTEMBER, 2019.**

**ATTEST:**

\_\_\_\_\_  
**Johann Wallace, Mayor**

**Approved as to Form:**

\_\_\_\_\_  
**Janine Collins, Town Clerk**

\_\_\_\_\_  
**Thomas Benavidez, Town Attorney**

***[Intergovernmental agreement with ADOT must be attached.]***

ADOT CAR No.: IGA 19-0007445-1  
AG Contract No.: P0012019002525  
Project Location/Name: Highway 90 at  
School Drive and at Camino de  
Marana/Emergency Pre-Emption Signal  
Type of Work: Maintenance and  
Operation of Emergency Pre-Emption  
Signal  
ADOT Project No.: T0224 01C  
TIP/STIP No.: SVMPO 19-01  
CFDA No.: 20.205 - Highway Planning  
and Construction  
Budget Source Item No.: HURF  
Exchange

## **INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF HUACHUCA CITY**

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF HUACHUCA CITY, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties."

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The purpose of this Agreement is to allow the Town to establish maintenance responsibilities for emergency vehicle pre-emption devices ("EVP System(s)") on signals along Highway 90 for emergency access from School Drive and emergency flashers on Highway 90 in the Whetstone area within Town jurisdiction on ADOT right-of-way and in accordance with Traffic Engineering Guidelines, and Processes 624 (TGP 624), hereinafter referred to as (the "Project"). The funding for the EVP System is addressed in Arizona Highway User Revenue Fund (HURF) IGA 19-0007421.

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

---

**II. SCOPE OF WORK****1. The Parties agree:**

- a. In the event that the EVP System(s) must be removed, the State will remove everything inside the cabinet and the Town will remove the equipment from the signal poles.

**2. The State will:**

- a. Confirm per established procedures of the State's Southcentral District Permit Office, that the Town has the required encroachment permit(s) for installation of the EVP System(s), on traffic signals, as identified by the Town and approved by ADOT, and a valid annual blanket encroachment permit on file for routine/minor maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Agree that any new construction or installation shall require a separate encroachment permit through the State's Southcentral District Permits Office, and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
- b. Upon completion of construction and acceptance of the Project, provide a technician when access is needed to install and/or maintain the equipment for the Project in accordance with Traffic Engineering Guidelines and Processes (TGP 624).
- c. Not take any actions without prior notice to the Town that has the effect of disabling an EVP System, rendering it not functional.
- d. After notification from the Town as provided herein, on each occasion, make a signal technician available at the impacted signal location during normal working hours, to afford access to the signal cabinet to the Town personnel and contractors and thereafter review EVP Systems work and answer questions from the Town personnel or Town contractors.

**3. The Town will:**

- a. Install and maintain all EVP System(s) in accordance with TGP 624 at the Town's sole expense.
- b. Be responsible for all costs associated with training ADOT traffic signal technicians.
- c. Request, maintain, and follow requirements of a valid annual construction encroachment permit(s) for installation of EVP System(s) and a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Southcentral District Permits Office. Notify ADOT's Traffic Operations Center of any emergency maintenance work affecting the State right-of-way.

- d. Contact the ADOT Systems Maintenance Group under the Transportation Systems Management and Operations (TSMO) Division, at least three business days prior to commencing any work within an affected signal cabinet, allowing ADOT to coordinate an onsite meeting of the Parties' representatives to discuss the EVP System work to be performed.
- e. Be responsible for maintaining a reasonable inventory of all associated EVP System components, including transmitters installed on fire trucks or ambulances, any optical sensor devices, and an emitter for testing as needed and appropriate, and maintain EVP on the poles, mast arms, EVP System components, and the card located in the controller cabinet, lighting, flashers, and electrical costs.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. This Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended upon mutual written consent of both Parties. This Agreement shall be reviewed and all reviews shall be completed within 60 days prior to the end of the 5<sup>th</sup> year anniversary date.
4. This Agreement may be cancelled at any time prior to the installation of the initial EVP System and after 30 days written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall in no way be obligated to complete or maintain the EVP System(s).
5. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.

6. The Town acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
7. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
9. The Town shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the Town at the request of ADOT.
10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
12. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
14. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.<sup>1</sup>
15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Administration

Town of Huachuca City  
Attn: Mathew Williams

<sup>1</sup> In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

**For Project Administration:**

Arizona Department of Transportation  
Southern Region Traffic  
1221 S. 2<sup>nd</sup> Avenue  
Tucson, Arizona 85713  
520.388.4200

**For Financial Administration:**

Arizona Department of Transportation  
Southcentral District  
1221 S. 2<sup>nd</sup> Avenue  
Tucson, Arizona 85713  
520.388.4200

500 N. Gonzalez Blvd.  
Huachuca City, AZ 85616  
520.456-1354  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)

Town of Huachuca City  
Attn: Mathew Williams  
500 N. Gonzalez Blvd.  
Huachuca City, AZ 85616  
520.456-1354  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)

Town of Huachuca City  
Attn: Mathew Williams  
500 N. Gonzalez Blvd.  
Huachuca City, AZ 85616  
520.456-1354  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)

17. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**TOWN OF HUACHUCA CITY**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**JOHANN R. WALLACE**  
Mayor

By \_\_\_\_\_  
**BRENT CAIN, PE**  
Division Director

ATTEST:

By \_\_\_\_\_  
**MATHEW WILLIAMS**  
Town Clerk

**ATTORNEY APPROVAL FORM FOR THE TOWN OF HUACHUCA CITY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF HUACHUCA CITY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

---

**Town Attorney**

---

**Date**

Karen, et All,

The training of the traffic signal technicians is for the understanding of how the EVP System operates, this is definitely typical for an EVP System, and standard across all Agencies wishing to have EVP on our signals. The Project specifications (contract documents or Special Provisions) need to indicate that the Contractor provides training on the EVP Sytem for all the Operators, i.e. Fire Department, Police Department, and ADOT Traffic Signal Technicians. ADOT already has standard language for this.

With regards to your other comments below regarding the IGA; ADOT has really no such comparable emergency signals. There is the one in Globe, which was installed via Permit, and the City maintains and operates the EVP system, beacons, and other related equipment. Should there be knockdowns to the poles or mast arms, the Department would step in and coordinate their replacement, via the insurance recovery process. On all the "ADOT" traffic signals being operated by the Local Agency, they are also maintained by the Local Agency. We are not operating the EVP System, the Town is. Thus, the standard language is to have the Local Agency handle the maintenance. Should the Town request ADOT to perform the maintenance, there would need to be very good reasoning, and we could consider it.

Hope that helps.  
Have a nice weekend!

On Thu, Sep 19, 2019 at 9:53 PM Karen Lamberton <[Karen.Lamberton@sierravistaaz.gov](mailto:Karen.Lamberton@sierravistaaz.gov)> wrote:

Jeremy and Jay – please see the notes below on the maintenance IGA re the emergency per-emption signals. I also have some questions – is typical that the local jurisdiction has to pay for training ADOT signal technicians?

The Town/SVMPO is covering the full costs on this project because of the Town's sense of urgency about it and the lack of immediate funds from ADOT to do it. But that doesn't mean that they should then be additionally on the hook beyond what ADOT provides for other jurisdictions for similarly placed emergency signals on the state highway. I am still a little bit confused about why this system, once built, doesn't come under ADOT's ongoing care but if this is typical and the Town is not being treated differently, then that is fine. Not looking for special accommodation – just want to make sure they are not taking on more than other jurisdictions have to cover.

If you can provide some clarification to the Town that would be fantastic – thanks for your assistance.

Karen L. Lamberton, AICP  
SVMPO Administrator  
401 Giulio Cesare Ave.  
Sierra Vista, AZ 85635

520-515-8525 (Direct Office Phone)

[Karen.Lamberton@SierraVistaAZ.gov](mailto:Karen.Lamberton@SierraVistaAZ.gov)

[SVMPO@SierraVistaAZ.gov](mailto:SVMPO@SierraVistaAZ.gov)

[www.SVMPO.org](http://www.SVMPO.org)

**3. The Town will:**

- a. Install and maintain all EVP System(s) in accordance with TGP 624 at the Town's sole expense.**
- b. Be responsible for all costs associated with training ADOT traffic signal technicians.**
- c. Request, maintain, and follow requirements of a valid annual construction encroachment permit(s) for installation of EVP System(s) and a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Southcentral District Permits Office. Notify ADOT's Traffic Operations Center of any emergency maintenance work affecting the State right-of-way.**
- d. Contact the ADOT Systems Maintenance Group under the Transportation Systems Management and Operations (TSMO) Division, at least three business days prior to commencing any work within an affected signal cabinet, allowing ADOT to coordinate an onsite meeting of the Parties' representatives to discuss the EVP System work to be performed.**
- e. Be responsible for maintaining a reasonable inventory of all associated EVP System components, including transmitters installed on fire trucks or ambulances, any optical sensor devices, and an emitter for testing as needed and appropriate, and maintain EVP on the poles, mast arms, EVP System components, and the card located in the controller cabinet, lighting, flashers, and electrical costs.**

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 AUTO LIEU TAX	8,230.82	15,857.01	88,855.00	73,797.99	17.7
10-31-200 REAL PROPERTY TAXES	665.08	6,188.81	94,900.00	88,711.19	6.6
10-31-240 FRANCHISE TAXES	.00	1,873.01	17,250.00	15,376.99	10.9
10-31-250 CITY SALES TAXES	24,147.58	54,294.39	214,727.00	160,432.61	25.3
10-31-252 USE TAX PURCHASES	.00	.00	25,000.00	25,000.00	.0
10-31-264 USE TAX INVENTORY	.00	.00	25,000.00	25,000.00	.0
10-31-280 STATE SALES TAXES	16,025.67	28,499.85	172,379.00	143,879.35	16.5
<b>TOTAL TAXES</b>	<b>49,089.23</b>	<b>108,712.87</b>	<b>638,911.00</b>	<b>532,198.13</b>	<b>16.7</b>
<u>LICENSES AND PERMITS</u>					
10-32-100 BUILDING PERMITS	804.25	1,380.50	30,083.00	28,732.50	4.5
10-32-110 BUSINESS LICENSES	187.00	418.00	12,042.00	11,828.00	3.5
10-32-120 P&Z FEES	105.00	105.00	1,305.00	1,200.00	8.1
<b>TOTAL LICENSES AND PERMITS</b>	<b>1,096.25</b>	<b>1,881.50</b>	<b>43,440.00</b>	<b>41,568.50</b>	<b>4.3</b>
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-100 STATE REVENUE SHARING	18,729.05	37,458.10	224,331.00	188,872.90	16.7
10-33-200 STATE INFRASTRUCTURE FUND	.00	.00	197,802.00	197,802.00	.0
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>18,729.05</b>	<b>37,458.10</b>	<b>422,133.00</b>	<b>384,674.90</b>	<b>8.9</b>
<u>CHARGES FOR SERVICE</u>					
10-34-100 ZONING FEES	.00	.00	250.00	250.00	.0
10-34-131 POLICE PROTECTION EQUIPMENT	5.07	16.14	100.00	83.86	16.1
10-34-132 POST TRAINING REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-34-140 AUCTION PROCEEDS	29,159.80	114,137.22	50,000.00	64,137.22	228.3
10-34-150 ANIMAL SHELTER REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-34-160 KENNEL FEES	.00	66.00	1,000.00	934.00	8.6
10-34-170 ADMIN GARBAGE FEES	.00	.00	19,350.00	19,350.00	.0
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL CHARGES FOR SERVICE</b>	<b>29,164.87</b>	<b>114,219.36</b>	<b>72,900.00</b>	<b>( 41,319.36)</b>	<b>156.7</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>FINES</b>					
10-35-100 POLICE FINES	12,817.80	22,157.68	103,000.00	80,842.42	21.5
10-35-110 IMPOUND FEES	510.00	1,050.00	2,700.00	1,650.00	38.9
10-35-112 TOWING FEES	272.00	528.00	2,100.00	1,571.00	25.2
10-35-120 LIBRARY FEES & FINES	18.49	225.49	3,200.00	2,974.51	7.1
<b>TOTAL FINES</b>	<b>13,418.29</b>	<b>23,962.07</b>	<b>111,000.00</b>	<b>87,037.93</b>	<b>21.6</b>
<b>MISCELLANEOUS REVENUE</b>					
10-36-100 INTEREST	385.94	10,755.19	40,833.00	29,877.81	28.5
10-36-200 UNREALIZED GAIN	14,889.22	10,361.75	2,000.00	( 8,381.75)	518.1
10-36-455 DONATIONS	.00	208.00	100.00	( 108.00)	208.0
10-36-500 PARKS & REC REVENUE & FEES	.00	33.00	2,400.00	2,367.00	1.4
10-36-515 YOUTH SPONSERSHIP REVENUE	.00	.00	3,600.00	3,600.00	.0
10-36-900 MISCELLANEOUS	390.16	1,116.42	.00	( 1,116.42)	.0
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	.00	1,301.04	22,000.00	20,698.98	5.9
10-36-904 WILDLAND REVENUE	.00	.00	2,500.00	2,500.00	.0
10-36-907 INSURANCE CLAIMS	.00	.00	100.00	100.00	.0
10-36-908 EMPLOYEE INSURANCE CONTRIBUTIO	( 1,340.02)	( 1,340.02)	25,000.00	26,340.02	( 5.4)
10-36-910 LANDFILL LAND LEASE	58,579.58	117,159.16	702,955.00	585,795.84	18.7
10-36-950 RICO REVENUE(ASSET FORFEITURE)	.00	.00	8,400.00	8,400.00	.0
10-36-966 BUILDING LEASE RENT	.00	.00	15,000.00	15,000.00	.0
10-36-971 TOWER LEASE	.00	.00	62,984.00	62,984.00	.0
10-36-980 INSURANCE DIVIDEND	.00	.00	29,000.00	29,000.00	.0
10-36-990 MUFFIN MONSTER REPAYMENT	.00	.00	3,500.00	3,500.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	40.00	40.00	10.00	( 30.00)	400.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>72,724.88</b>	<b>139,634.64</b>	<b>920,282.00</b>	<b>780,827.48</b>	<b>15.2</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>TOWN GRANTS</b>					
10-37-165 DONATIONS - ANIMAL SHELTER	.00	.00	5,000.00	5,000.00	.0
10-37-166 ANIMAL SHELTER GRANTS	.00	.00	150,000.00	150,000.00	.0
10-37-456 DONATIONS - LIBRARY	.00	630.00	3,000.00	2,370.00	21.0
10-37-457 LIBRARY GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-467 POLICE DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-37-480 SUMMER SPLASH GRANT	.00	6,263.65	5,000.00	( 1,263.65)	125.3
10-37-906 GRANTS - POLICE AZDOHS	.00	.00	120,426.00	120,426.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	.00	120,426.00	120,426.00	.0
10-37-913 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	225,000.00	225,000.00	.0
10-37-921 POLICE GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-925 MISC GRANTS	.00	.00	25,000.00	25,000.00	.0
10-37-963 E-RATE	.00	.00	150,000.00	150,000.00	.0
10-37-965 SCBA GRANT	.00	.00	200,000.00	200,000.00	.0
10-37-966 SEWER POND PROJECT	.00	.00	2,000,000.00	2,000,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>.00</b>	<b>6,893.65</b>	<b>3,318,852.00</b>	<b>3,311,956.35</b>	<b>.2</b>
<b>TOTAL FUND REVENUE</b>	<b>184,202.37</b>	<b>430,762.09</b>	<b>5,527,496.00</b>	<b>5,066,735.91</b>	<b>7.8</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COUNCIL</b>					
10-42-100 PERSONNEL SERVICES	900.00	1,350.00	10,800.00	9,450.00	12.5
10-42-130 EMPLOYEE BENEFITS	74.09	111.14	930.00	818.86	12.0
10-42-220 ATTORNEY FEES	3,230.00	7,037.50	40,000.00	32,962.50	17.8
10-42-250 ADVERTISING	.00	.00	1,500.00	1,500.00	.0
10-42-290 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
10-42-530 COMMUNITY RELATIONS	.00	.00	100.00	100.00	.0
10-42-840 MEMBERSHIP LEAGUE	.00	.00	5,720.00	5,720.00	.0
10-42-880 TRAVEL AND TRAINING	30.00	30.00	1,300.00	1,270.00	2.3
10-42-870 BLDG LEASE PAYMENT	.00	.00	18,000.00	18,000.00	.0
<b>TOTAL COUNCIL</b>	<b>4,234.09</b>	<b>8,528.64</b>	<b>78,550.00</b>	<b>70,021.36</b>	<b>10.9</b>
<b>GENERAL ADMINISTRATION</b>					
10-43-100 PERSONNEL SERVICES	9,988.40	19,485.70	158,370.00	138,884.30	12.5
10-43-102 NEW HIRE	.00	.00	150.00	150.00	.0
10-43-130 EMPLOYEE BENEFITS	725.04	3,183.49	57,063.00	53,899.51	5.5
10-43-250 ADVERTISING	.00	81.31	4,000.00	3,938.69	1.5
10-43-271 TELEPHONE	836.08	1,338.89	8,600.00	7,261.11	15.6
10-43-280 INSURANCE	30.90	15,582.87	48,891.00	33,328.33	31.8
10-43-290 OFFICE SUPPLIES	81.28	862.78	6,000.00	5,137.24	14.4
10-43-300 PRINTING	.00	.00	250.00	250.00	.0
10-43-340 UTILITIES	553.23	1,186.29	7,958.00	6,788.71	14.7
10-43-380 CONTRACT LABOR	38.52	93.72	1,700.00	1,608.28	5.5
10-43-440 POSTAGE	.00	388.38	3,500.00	3,113.62	11.0
10-43-470 VEHICLE EXPENSE	.00	48.05	600.00	551.95	8.0
10-43-475 FUEL EXPENSE	.00	.00	600.00	600.00	.0
10-43-480 COMPUTER EXPENSE	801.95	1,803.90	3,156.00	1,552.10	50.8
10-43-500 BUILDING MAINTENANCE	572.83	680.83	3,210.00	2,549.37	20.8
10-43-810 EQUIPMENT MAINTENANCE	.00	23.57	500.00	476.43	4.7
10-43-840 MEMBERSHIP	.00	1,275.00	1,500.00	225.00	85.0
10-43-850 AUDIT	.00	7,795.38	35,750.00	27,954.64	21.8
10-43-880 TRAVEL AND TRAINING	585.38	625.38	4,000.00	3,374.64	15.6
10-43-890 ELECTION SUPPLIES	.00	.00	100.00	100.00	.0
10-43-703 CODIFYING/DIGITIZING	114.75	114.75	2,100.00	1,985.25	5.5
10-43-705 CAPITAL LEASE EXPENSE	1,037.74	1,883.39	7,000.00	5,316.61	24.1
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	.00	100.00	100.00	.0
10-43-850 HURF REPAYMENT	.00	.00	17,550.00	17,550.00	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>15,163.88</b>	<b>55,951.22</b>	<b>370,846.00</b>	<b>314,894.78</b>	<b>15.1</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	2,424.00	4,090.50	12,857.00	8,766.50	31.8
10-45-105 OVERTIME	.00	.00	500.00	500.00	.0
10-45-120 PROSECUTION FEES	451.00	874.50	8,600.00	5,725.50	13.3
10-45-130 EMPLOYEE BENEFITS	987.04	1,569.15	4,601.00	3,031.85	34.1
10-45-221 COURT APPT ATTORNEYS	.00	.00	9,200.00	9,200.00	.0
10-45-250 CONTRACT LABOR-PRO TEM	380.00	440.00	1,000.00	560.00	44.0
10-45-290 OFFICE SUPPLIES	.00	9.00	450.00	441.00	2.0
10-45-360 CONTRACT LABOR-JUDGE	600.00	1,200.00	10,000.00	8,800.00	12.0
10-45-361 CONTRACT LABOR - SECURITY	192.00	384.00	1,700.00	1,316.00	22.6
10-45-480 COMPUTER EXPENSE	1,125.00	1,125.00	2,500.00	1,375.00	45.0
10-45-880 TRAVEL/TRAINING	.00	.00	500.00	500.00	.0
10-45-810 JAIL FEES	1,272.24	1,908.36	4,500.00	2,591.64	42.4
<b>TOTAL MAGISTRATE</b>	<b>7,431.28</b>	<b>11,900.51</b>	<b>54,408.00</b>	<b>42,807.49</b>	<b>21.3</b>
<u>IT</u>					
10-48-101 CONTRACT LABOR	1,987.50	3,935.00	23,725.00	19,790.00	16.6
10-48-210 SUBSCRIPTIONS	311.04	622.08	13,040.00	12,417.92	4.8
10-48-275 CELL PHONE	1,580.89	3,270.33	19,680.00	16,409.67	16.6
10-48-804 SOFTWARE LICENSING	.00	.00	100.00	100.00	.0
10-48-840 CAPITAL OUTLAY	.00	.00	7,750.00	7,750.00	.0
<b>TOTAL IT</b>	<b>3,859.43</b>	<b>7,827.41</b>	<b>64,295.00</b>	<b>56,467.59</b>	<b>12.2</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>POLICE</b>					
10-51-100 PERSONNEL SERVICES	24,217.80	46,332.54	310,822.00	264,489.48	14.9
10-51-102 NEW HIRE	.00	343.50	.00	( 343.50)	.0
10-51-105 OVERTIME	322.48	940.19	4,000.00	3,059.81	23.5
10-51-107 STAND BY	342.50	342.50	.00	( 342.50)	.0
10-51-110 UNIFORM EXPENSE	300.00	550.00	3,000.00	2,450.00	18.3
10-51-130 EMPLOYEE BENEFITS	7,012.87	13,708.84	203,320.00	189,611.36	6.7
10-51-135 PUBLIC SAFETY RETIREMENT	3,944.82	8,056.80	.00	( 8,056.80)	.0
10-51-221 PSRS BOARD ATTORNEY	.00	.00	100.00	100.00	.0
10-51-222 SEACOM/CCSO CONTRACT	.00	20,487.50	81,950.00	61,462.50	25.0
10-51-230 PROFESSIONAL SERVICES	250.00	1,368.90	3,500.00	2,131.10	39.1
10-51-240 PROSECUTION FEES	451.00	874.50	6,800.00	5,725.50	13.3
10-51-271 TELEPHONE	368.11	708.13	4,900.00	4,191.87	14.5
10-51-290 OFFICE SUPPLIES	.00	142.99	300.00	157.01	47.7
10-51-295 PRINTING EXPENSE	.00	.00	200.00	200.00	.0
10-51-340 UTILITIES	493.62	1,045.14	7,958.00	6,910.86	13.1
10-51-360 CONTRACT LABOR	38.52	93.74	.00	( 93.74)	.0
10-51-365 SHREDDING SERVICES	.00	184.45	.00	( 184.45)	.0
10-51-460 MAINTENANCE AND SUPPLIES	182.00	5,064.35	3,500.00	( 1,564.35)	144.7
10-51-466 WEAPONS AND AMMUNITION	.00	.00	500.00	500.00	.0
10-51-470 VEHICLE EXPENSE	1,392.86	2,990.58	6,000.00	3,009.42	49.8
10-51-475 POLICE FUEL EXPENSE	1,099.82	2,118.22	12,000.00	9,881.78	17.7
10-51-480 COMPUTER EXPENSE	.00	.00	1,800.00	1,800.00	.0
10-51-505 POLICE VEHICLE IMPOUND FEE	669.00	922.00	2,000.00	1,078.00	46.1
10-51-510 IMPOUND ADMIN	( 450.00)	( 750.00)	.00	750.00	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	357.88	4,900.00	4,542.12	7.3
10-51-640 MEMBERSHIP	.00	.00	200.00	200.00	.0
10-51-660 TRAVEL AND TRAINING	.00	.00	8,850.00	8,850.00	.0
10-51-665 COMMUNITY RELATIONS	.00	.00	100.00	100.00	.0
10-51-705 CAPITAL LEASE	213.30	508.10	2,800.00	2,291.90	18.2
10-51-840 POLICE CAPITAL OUTLAY	.00	.00	2,900.00	2,900.00	.0
10-51-841 VEHICLE LEASE	.00	.00	8,000.00	8,000.00	.0
10-51-860 NEW EQUIPMENT	82.12	82.12	.00	( 82.12)	.0
10-51-866 BODY WORN CAMERA PROGRAM	.00	.00	4,100.00	4,100.00	.0
10-51-867 ASSET FORFEITURE EXPENSES	.00	.00	500.00	500.00	.0
<b>TOTAL POLICE</b>	<b>40,930.42</b>	<b>106,472.77</b>	<b>684,598.00</b>	<b>578,125.23</b>	<b>15.6</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ANIMAL SHELTER</b>					
10-52-100 PERSONNEL SERVICES	2,109.25	3,841.75	12,480.00	8,638.25	30.8
10-52-110 ANIMAL SHELTER UNIFORMS	.00	.00	300.00	300.00	.0
10-52-130 EMPLOYEE BENEFITS	297.81	542.44	1,900.00	1,357.56	28.6
10-52-290 OFFICE SUPPLIES	.00	28.30	.00	( 28.30)	.0
10-52-310 INSURANCE	.00	111.89	400.00	288.11	28.0
10-52-340 UTILITIES	77.18	115.74	.00	( 115.74)	.0
10-52-460 MAINTENANCE AND SUPPLIES	101.79	101.79	.00	( 101.79)	.0
10-52-483 MEDICE/VACCINE	.00	.00	12,500.00	12,500.00	.0
10-52-484 ANIMAL LICENSE FEES	.00	.00	50.00	50.00	.0
10-52-485 HEALTH AND SAFETY	.00	.00	100.00	100.00	.0
10-52-487 SV CONTRACT PAYMENT	.00	1,785.00	2,450.00	665.00	72.9
10-52-470 VEHICLE MAINT	.00	304.51	500.00	195.49	60.9
10-52-475 FUEL EXPENSE	45.00	98.00	.00	( 98.00)	.0
10-52-880 TRAVEL & TRAINING	.00	1,100.00	500.00	( 600.00)	220.0
<b>TOTAL ANIMAL SHELTER</b>	<b>2,631.01</b>	<b>8,025.42</b>	<b>31,180.00</b>	<b>23,154.58</b>	<b>25.7</b>
<b>FIRE</b>					
10-53-340 UTILITIES	1,199.32	2,086.63	15,844.00	13,557.37	13.3
10-53-360 CONTRACTED PERSONNEL SERVICES	.00	102,500.00	410,000.00	307,500.00	25.0
10-53-388 INSURANCE	.00	1,007.01	3,200.00	2,192.99	31.5
10-53-450 EQUIPMENT/TRUCK MAINTENANCE	.00	225.37	.00	( 225.37)	.0
<b>TOTAL FIRE</b>	<b>1,199.32</b>	<b>105,819.01</b>	<b>428,844.00</b>	<b>323,024.99</b>	<b>24.7</b>
<b>BUILDING REGULATION</b>					
10-54-360 CONTRACT LABOR	4,400.00	8,550.00	57,000.00	48,450.00	15.0
10-54-760 BLDG REGULATION SUPPLIES	.00	.00	600.00	600.00	.0
10-54-801 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL BUILDING REGULATION</b>	<b>4,400.00</b>	<b>8,550.00</b>	<b>59,600.00</b>	<b>51,050.00</b>	<b>14.4</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>PUBLIC WORKS</b>					
10-57-100 PERSONNEL SERVICES	989.17	2,104.78	14,441.00	12,338.24	14.8
10-57-105 OVERTIME	118.48	216.58	250.00	33.44	88.8
10-57-107 STAND BY	134.00	134.00	.00 (	134.00)	.0
10-57-110 UNIFORM EXPENSE	129.41	241.32	5,000.00	4,758.68	4.8
10-57-130 EMPLOYEE BENEFITS	438.05	878.14	9,782.00	8,882.88	9.0
10-57-280 INSURANCE	.00	492.32	1,555.00	1,082.68	31.7
10-57-340 UTILITIES	2,583.05	5,117.92	25,000.00	19,882.08	20.5
10-57-380 CONTRACT LABOR	154.08	374.92	1,000.00	625.08	37.5
10-57-460 MAINTENANCE AND SUPPLIES	503.29	897.23	1,715.00	1,017.77	40.7
10-57-475 FUEL EXPENSE	( 358.94)	287.89	1,000.00	712.11	28.8
10-57-610 EQUIPMENT MAINTENANCE	412.92	412.92	4,000.00	3,587.08	10.3
<b>TOTAL PUBLIC WORKS</b>	<b>5,083.51</b>	<b>10,958.98</b>	<b>63,723.00</b>	<b>52,784.02</b>	<b>17.2</b>
<b>CITY POOL</b>					
10-58-100 PERSONNEL SERVICES	1,013.50	5,518.25	11,385.00	5,868.75	48.5
10-58-130 EMPLOYEE BENEFITS	153.40	834.88	1,300.00	465.12	64.2
10-58-270 PHONE	.00	.00	100.00	100.00	.0
10-58-340 UTILITIES	542.78	1,101.53	8,100.00	4,998.47	18.1
10-58-480 MAINTENANCE AND SUPPLIES	717.33	817.33	2,800.00	1,782.67	31.4
10-58-880 CERTIFYING	.00	.00	300.00	300.00	.0
<b>TOTAL CITY POOL</b>	<b>2,426.99</b>	<b>8,289.99</b>	<b>21,785.00</b>	<b>13,515.01</b>	<b>38.0</b>
<b>SUMMER SPLASH</b>					
10-59-100 PERSONNEL SERVICES	184.00	2,105.50	4,500.00	2,394.50	48.8
10-59-102 NEW HIRE	.00	60.00	.00 (	60.00)	.0
10-59-130 EMPLOYEE BENEFITS	18.88	215.89	250.00	34.31	88.3
10-59-480 SUPPLIES	.00	.00	250.00	250.00	.0
<b>TOTAL SUMMER SPLASH</b>	<b>202.88</b>	<b>2,381.19</b>	<b>5,000.00</b>	<b>2,618.81</b>	<b>47.6</b>
<b>PARKS &amp; RECREATION</b>					
10-60-480 MAINTENANCE AND SUPPLIES	7.48	68.28	2,000.00	1,933.72	3.3
10-60-530 COMMUNITY RELATIONS/JULY 4TH	.00	.00	8,000.00	8,000.00	.0
10-60-704 SPECIAL ACTIVITIES	.00	484.81	800.00	315.19	60.8
<b>TOTAL PARKS &amp; RECREATION</b>	<b>7.48</b>	<b>551.09</b>	<b>10,800.00</b>	<b>10,248.91</b>	<b>5.1</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARY AND COMMUNITY SERVICES</u>					
10-82-100 PERSONNEL SERVICES	6,817.90	12,889.31	89,162.00	76,282.69	14.5
10-82-102 NEW HIRE	.00	30.00	.00	( 30.00)	.0
10-82-130 EMPLOYEE BENEFITS	707.75	1,421.89	9,788.00	8,366.11	14.5
10-82-271 TELEPHONE	170.98	338.49	2,100.00	1,761.51	18.1
10-82-280 INSURANCE	.00	111.89	400.00	288.11	28.0
10-82-290 OFFICE SUPPLIES	.00	330.98	1,500.00	1,169.02	22.1
10-82-340 UTILITIES	833.18	1,891.57	10,800.00	8,908.43	18.0
10-82-388 INMATE/JANITORIAL	77.04	207.48	1,300.00	1,092.54	18.0
10-82-480 MAINTENANCE AND SUPPLIES	135.97	171.97	750.00	578.03	22.9
10-82-478 FUEL	.00	.00	80.00	80.00	.0
10-82-480 COMPUTER EXPENSE	.00	.00	2,665.00	2,665.00	.0
10-82-481 INTERNET	342.92	437.87	4,000.00	3,562.13	11.0
10-82-620 VEHICLE REPAIR & MAINT	.00	.00	400.00	400.00	.0
10-82-840 MEMBERSHIP	.00	.00	100.00	100.00	.0
10-82-880 TRAVEL AND TRAINING	.00	.00	730.00	730.00	.0
10-82-703 COMMUNITY RELATIONS	.00	.00	100.00	100.00	.0
10-82-705 CAPITAL OUTLAY	.00	715.18	3,700.00	2,984.82	19.3
TOTAL LIBRARY AND COMMUNITY SERVICES	8,885.72	18,346.61	127,385.00	109,018.39	14.4
<u>CITY BUS</u>					
10-85-280 INSURANCE	.00	201.40	700.00	498.60	28.8
10-85-482 BUS STOP CONSTRUCTION	.00	.00	2,000.00	2,000.00	.0
TOTAL CITY BUS	.00	201.40	2,700.00	2,498.60	7.5
<u>SENIOR CENTER</u>					
10-88-290 SUPPLIES	1,104.20	1,104.20	2,000.00	895.80	55.2
10-88-340 UTILITIES	481.31	724.91	4,800.00	4,075.09	15.1
10-88-482 PEST CONTROL	.00	.00	550.00	550.00	.0
TOTAL SENIOR CENTER	1,585.51	1,829.11	7,350.00	5,520.89	24.9



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>TOWN GRANTS</b>					
10-89-800 SHELTER DONATIONS EXP	.00	.00	5,000.00	5,000.00	.0
10-89-801 ANIMAL SHELTER GRANT EXP	.00	.00	150,000.00	150,000.00	.0
10-89-802 LIBRARY DONATIONS EXP	931.84	5,589.05	3,000.00	( 2,589.05)	186.3
10-89-803 IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-89-804 MISC EXP	.00	.00	225,000.00	225,000.00	.0
10-89-805 BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-89-806 LIBRARY GRANTS EXP	45.43	45.43	100,000.00	99,954.57	.1
10-89-807 SENIOR CENTER GRANT EXP	.00	.00	25,000.00	25,000.00	.0
10-89-808 SUMMER SPLASH GRANT EXP	.00	.00	5,000.00	5,000.00	.0
10-89-809 EDA GRANTS EXP	.00	.00	25,000.00	25,000.00	.0
10-89-810 E-RATE EXP	2,541.43	2,541.43	150,000.00	147,458.57	1.7
10-89-845 POLICE GRANT EXP	.00	.00	30,000.00	30,000.00	.0
10-89-846 AZDOHS GRANT EXPENDITURES	.00	.00	120,428.00	120,428.00	.0
10-89-847 AZGOHS GRANT EXPENDITURES	.00	.00	120,428.00	120,428.00	.0
10-89-848 BUS LINE EXP	.00	.00	75,000.00	75,000.00	.0
10-89-850 SCBA GRANT EXP	.00	.00	200,000.00	200,000.00	.0
10-89-851 USDA EQUIPMENT GRANT	.00	.00	80,000.00	80,000.00	.0
10-89-854 WIFA LOAN	.00	.00	2,000,000.00	2,000,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>3,518.70</b>	<b>8,175.91</b>	<b>3,318,862.00</b>	<b>3,310,676.09</b>	<b>.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>101,520.20</b>	<b>363,489.26</b>	<b>5,329,696.00</b>	<b>4,966,206.74</b>	<b>6.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>82,682.17</b>	<b>67,272.83</b>	<b>197,802.00</b>	<b>130,529.17</b>	<b>34.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

POLICE - DHS GRANT - BP OT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
12-30-800 DHS GRANT BP O/T	.00	.00	135,000.00	135,000.00	.0
TOTAL REVENUE	.00	.00	135,000.00	135,000.00	.0
TOTAL FUND REVENUE	.00	.00	135,000.00	135,000.00	.0



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>EXPENDITURES</b>					
12-40-130 EMPLOYEE BENEFITS	371.02	664.59	135,000.00	134,335.41	.5
12-40-131 DUI TASK FORCE OVER TIME	.00	574.72	.00	( 574.72)	.0
12-40-135 PUBLIC SAFETY RETIREMENT	434.23	620.69	.00	( 620.69)	.0
12-40-840 AUTHORIZED EXPENDITURES	1,990.49	2,270.84	.00	( 2,270.84)	.0
<b>TOTAL EXPENDITURES</b>	<b>2,795.74</b>	<b>4,130.84</b>	<b>135,000.00</b>	<b>130,869.16</b>	<b>3.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>2,795.74</b>	<b>4,130.84</b>	<b>135,000.00</b>	<b>130,869.16</b>	<b>3.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 2,795.74)</b>	<b>( 4,130.84)</b>	<b>.00</b>	<b>4,130.84</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

FIRE TRUCK FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
14-30-800 GRANT REVENUE	.00	.00	200,000.00	200,000.00	.0
TOTAL REVENUE	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND REVENUE	.00	.00	200,000.00	200,000.00	.0



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

FIRE TRUCK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-850 AUTHORIZED EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
TOTAL EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019**

		TRUST FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>REVENUE</b>						
20-30-200	FINES AND BAILS	14,799.64	32,711.14	173,851.00	140,939.86	18.8
20-30-300	BONDS	.00	.00	100.00	100.00	.0
20-30-400	RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500	JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>		<b>14,799.64</b>	<b>32,711.14</b>	<b>173,951.00</b>	<b>141,239.86</b>	<b>18.8</b>
<b>TOTAL FUND REVENUE</b>		<b>14,799.64</b>	<b>32,711.14</b>	<b>173,951.00</b>	<b>141,239.86</b>	<b>18.8</b>



**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 2 MONTHS ENDING AUGUST 31, 2019**

		TRUST FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>EXPENDITURES</b>						
20-40-200	FINES AND BAILS	19,111.50	34,888.67	173,751.00	138,864.33	20.1
20-40-400	RESTITUTION	28.81	93.62	.00	( 93.62)	.0
20-40-401	BOND	.00	.00	100.00	100.00	.0
20-40-500	JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL EXPENDITURES</b>		<b>19,138.31</b>	<b>34,980.29</b>	<b>173,951.00</b>	<b>138,970.71</b>	<b>20.1</b>
<b>TOTAL FUND EXPENDITURES</b>		<b>19,138.31</b>	<b>34,980.29</b>	<b>173,951.00</b>	<b>138,970.71</b>	<b>20.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>		<b>( 4,338.67)</b>	<b>( 2,269.15)</b>	<b>.00</b>	<b>2,269.15</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

INVESTMENT TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
22-30-100 INTEREST REVENUE	.35	.35	.00 (	.35)	.0
TOTAL REVENUE	.35	.35	.00 (	.35)	.0
TOTAL FUND REVENUE	.35	.35	.00 (	.35)	.0
NET REVENUE OVER EXPENDITURES	.35	.35	.00 (	.35)	.0



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
23-30-300 GAS TAX REVENUES - HURF	13,430.01	27,800.74	150,048.00	122,447.28	18.4
23-30-320 HURF REPAYMENT	.00	.00	17,055.00	17,055.00	.0
23-30-800 MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
 TOTAL REVENUE	 13,430.01	 27,800.74	 167,203.00	 139,602.28	 16.5
 TOTAL FUND REVENUE	 13,430.01	 27,800.74	 167,203.00	 139,602.28	 16.5



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019**

**ROAD USER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>ROAD USERS ADMIN</b>					
23-40-100 PERSONNEL SERVICES	.00	.00	45,888.00	45,888.00	.0
23-40-130 EMPLOYEE BENEFITS	.00	.00	24,558.00	24,558.00	.0
23-40-480 MAINTENANCE AND SUPPLIES	.00	.00	6,000.00	6,000.00	.0
23-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
23-40-475 FUEL	.00	.00	1,080.00	1,080.00	.0
23-40-490 ROAD REPAIR	.00	.00	58,472.00	58,472.00	.0
23-40-810 EQUIPMENT REPAIR	.00	.00	5,000.00	5,000.00	.0
23-40-831 CAPITAL OUTLAY	.00	.00	25,725.00	25,725.00	.0
<b>TOTAL ROAD USERS ADMIN</b>	<u>.00</u>	<u>.00</u>	<u>167,203.00</u>	<u>167,203.00</u>	<u>.0</u>
<b>TOTAL FUND EXPENDITURES</b>	<u>.00</u>	<u>.00</u>	<u>167,203.00</u>	<u>167,203.00</u>	<u>.0</u>
<b>NET REVENUE OVER EXPENDITURES</b>	<u>13,430.01</u>	<u>27,800.74</u>	<u>.00</u>	<u>( 27,800.74)</u>	<u>.0</u>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

		FUND 28				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 30</u>						
28-30-300	STATE HURF	197,802.20	197,802.20	.00	( 197,802.20)	.0
TOTAL SOURCE 30		197,802.20	197,802.20	.00	( 197,802.20)	.0
TOTAL FUND REVENUE		197,802.20	197,802.20	.00	( 197,802.20)	.0
NET REVENUE OVER EXPENDITURES		197,802.20	197,802.20	.00	( 197,802.20)	.0



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
51-30-100 INTEREST EARNINGS	.00	.00	250.00	250.00	.0
51-30-200 WATER SALES	41,934.48	73,821.79	246,553.00	172,931.21	29.9
51-30-202 RC: RECONNECT FEE	240.00	400.00	850.00	450.00	47.1
51-30-203 WTO: WATER TURN ON FEE	75.00	180.00	.00	( 180.00)	.0
51-30-300 CONNECTION FEES	190.00	330.00	850.00	520.00	38.8
51-30-400 PENALTIES & FORFEITURES	902.49	2,331.84	12,000.00	9,668.36	19.4
51-30-900 MISCELLANEOUS	.00	30.00	250.00	220.00	12.0
<b>TOTAL REVENUE</b>	<b>43,341.95</b>	<b>76,873.43</b>	<b>260,753.00</b>	<b>183,879.57</b>	<b>29.5</b>
 <b>TOTAL FUND REVENUE</b>	 <b>43,341.95</b>	 <b>76,873.43</b>	 <b>260,753.00</b>	 <b>183,879.57</b>	 <b>29.5</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>WATER EXPENDITURES</b>					
51-40-100 PERSONNEL SERVICES	4,361.27	9,471.48	84,985.00	55,513.52	14.6
51-40-105 OVERTIME	533.16	974.50	1,200.00	225.50	81.2
51-40-107 STAND BY TIME	603.00	603.00	4,180.00	3,557.00	14.5
51-40-110 UNIFORM EXPENSE	129.40	222.88	2,400.00	2,177.32	9.3
51-40-130 EMPLOYEE BENEFITS	1,971.10	4,024.71	43,730.00	39,705.29	9.2
51-40-280 INSURANCE	.00	984.63	3,110.00	2,125.37	31.7
51-40-290 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
51-40-340 UTILITIES	4,330.25	8,599.23	43,200.00	34,600.77	19.9
51-40-360 CONTRACT LABOR	654.08	1,374.92	11,700.00	10,325.08	11.8
51-40-370 SALES TAX	.00	5,617.48	12,700.00	7,082.52	44.2
51-40-440 POSTAGE	.00	378.37	3,400.00	3,021.63	11.1
51-40-460 MAINTENANCE & SUPPLIES	2,280.57	4,711.83	20,000.00	15,288.17	23.6
51-40-470 VEHICLE EXPENSE	680.04	744.04	3,500.00	2,755.96	21.3
51-40-475 FUEL EXPENSE	1,448.73	2,255.11	8,000.00	5,744.89	28.2
51-40-480 COMPUTER EXPENSE	.00	.00	200.00	200.00	.0
51-40-510 WATER TESTS	180.00	1,345.00	12,400.00	11,055.00	10.9
51-40-510 EQUIPMENT MAINTENANCE	972.75	2,988.65	7,900.00	4,931.35	37.6
51-40-650 PROFESSIONAL SERVICES	.00	812.50	8,938.00	8,125.50	9.1
51-40-660 TRAVEL	.00	.00	400.00	400.00	.0
51-40-840 WATER CAPITAL OUTLAY	.00	.00	100.00	100.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	100.00	100.00	.0
51-40-950 WATER TRANSFER TO SAVINGS	.00	.00	8,430.00	8,430.00	.0
<b>TOTAL WATER EXPENDITURES</b>	<b>18,144.35</b>	<b>45,088.13</b>	<b>280,753.00</b>	<b>215,664.87</b>	<b>17.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>18,144.35</b>	<b>45,088.13</b>	<b>280,753.00</b>	<b>215,664.87</b>	<b>17.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>25,187.60</b>	<b>31,785.30</b>	<b>.00</b>	<b>( 31,785.30)</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
52-30-100 INTEREST EARNINGS	.00	.00	500.00	500.00	.0
52-30-200 SEWER SERVICES	26,009.18	46,566.60	216,846.00	170,257.40	21.6
52-30-300 CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
TOTAL REVENUE	26,009.18	46,566.60	218,346.00	171,757.40	21.3
 TOTAL FUND REVENUE	 26,009.18	 46,566.60	 218,346.00	 171,757.40	 21.3



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SEWER EXPENDITURES</b>					
52-40-100 PERSONNEL SERVICES	4,361.26	9,471.43	84,985.00	55,513.57	14.6
52-40-105 OVERTIME	533.16	974.49	1,000.00	25.51	97.5
52-40-107 STAND BY TIME	603.00	603.00	4,180.00	3,557.00	14.5
52-40-110 UNIFORM EXPENSE	129.41	222.72	2,400.00	2,177.28	9.3
52-40-130 EMPLOYEE BENEFITS	1,971.10	4,024.58	43,730.00	39,705.42	9.2
52-40-280 INSURANCE	.00	984.83	3,110.00	2,125.37	31.7
52-40-340 UTILITIES	373.80	688.81	7,100.00	6,413.39	9.7
52-40-380 CONTRACT LABOR	554.08	1,174.92	18,000.00	16,825.08	6.5
52-40-440 POSTAGE	.00	378.38	.00	378.38	.0
52-40-480 MAINTENANCE AND SUPPLIES	4,450.39	4,801.35	10,000.00	5,198.65	48.0
52-40-470 VEHICLE EXPENSE	.00	484.91	3,000.00	2,535.09	15.5
52-40-475 FUEL	1,448.74	2,255.11	8,000.00	5,744.89	28.2
52-40-480 COMPUTER EXPENSE	.00	.00	200.00	200.00	.0
52-40-518 ADEQ FEES	2,500.00	2,500.00	1,000.00	1,500.00	250.0
52-40-810 EQUIPMENT MAINTENANCE	183.41	183.41	6,000.00	5,816.59	3.1
52-40-830 SEWER CHEMICALS	.00	.00	800.00	800.00	.0
52-40-850 PROFESSIONAL SERVICES	.00	812.50	8,938.00	8,125.50	9.1
52-40-702 SEWAGE POND COMPLIANCE	97.50	942.50	5,000.00	4,057.50	18.9
52-40-900 BAD DEBT EXPENSE	.00	.00	100.00	100.00	.0
52-40-925 MUFFIN MONSTER PAYMENT	.00	.00	3,500.00	3,500.00	.0
52-40-950 PAYMENT ON WIFA LOAN	.00	.00	25,000.00	25,000.00	.0
52-40-980 TRANSFER TO SAVINGS	.00	.00	2,323.00	2,323.00	.0
<b>TOTAL SEWER EXPENDITURES</b>	<b>17,205.64</b>	<b>30,480.54</b>	<b>218,348.00</b>	<b>187,865.48</b>	<b>14.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>17,205.64</b>	<b>30,480.54</b>	<b>218,348.00</b>	<b>187,865.48</b>	<b>14.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>8,803.54</b>	<b>16,108.06</b>	<b>.00</b>	<b>16,108.06</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
54-30-100 INTEREST EARNINGS	.00	.00	750.00	750.00	.0
54-30-200 SALES RECEIPTS	11,610.05	23,238.38	144,250.00	121,011.62	16.1
TOTAL REVENUE	11,610.05	23,238.38	145,000.00	121,761.62	16.0
TOTAL FUND REVENUE	11,610.05	23,238.38	145,000.00	121,761.62	16.0



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>GARBAGE EXPENDITURES</b>					
54-40-380 CONTRACT LABOR	10,633.81	21,544.01	122,000.00	100,455.99	17.7
54-40-450 EQUIPMENT/SUPPLIES	.00	.00	1,750.00	1,750.00	.0
54-40-821 TOWN TRASH SERVICE	.00	.00	1,900.00	1,900.00	.0
54-40-850 ADMIN FEES TRANSFER TO GF	.00	.00	19,350.00	19,350.00	.0
<b>TOTAL GARBAGE EXPENDITURES</b>	<b>10,633.81</b>	<b>21,544.01</b>	<b>145,000.00</b>	<b>123,455.99</b>	<b>14.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,633.81</b>	<b>21,544.01</b>	<b>145,000.00</b>	<b>123,455.99</b>	<b>14.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>978.24</b>	<b>1,894.37</b>	<b>.00</b>	<b>( 1,894.37)</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019**

**LANDFILL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
55-30-100 INTEREST EARNINGS	.00	.00	500.00	500.00	.0
55-30-200 SALES - LANDFILL	103,773.80	210,928.09	1,257,258.00	1,046,331.91	16.8
55-30-201 LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
55-30-205 MISC.REVENUE	.00	.00	2,500.00	2,500.00	.0
55-30-210 TIPPING FEES	11,547.92	24,570.86	135,800.00	111,029.14	18.1
<b>TOTAL REVENUE</b>	<b>115,321.62</b>	<b>235,498.95</b>	<b>1,396,858.00</b>	<b>1,161,361.05</b>	<b>18.9</b>
<b><u>SOURCE 36</u></b>					
55-36-400 SALE OF FIXED ASSETS	.00	.00	155,000.00	155,000.00	.0
55-36-405 RECYCLE	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>.00</b>	<b>161,000.00</b>	<b>161,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>115,321.62</b>	<b>235,498.95</b>	<b>1,557,858.00</b>	<b>1,322,361.05</b>	<b>15.1</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LANDFILL EXPENDITURES</b>					
55-40-100 PERSONNEL SERVICES	13,950.30	24,790.90	211,222.00	186,431.10	11.7
55-40-102 NEW HIRE	120.00	120.00	200.00	80.00	60.0
55-40-105 OVERTIME	921.75	1,758.80	7,500.00	5,743.20	23.4
55-40-110 UNIFORM EXPENSE	389.68	852.94	6,000.00	5,347.06	10.9
55-40-130 EMPLOYEE BENEFITS	5,067.33	9,481.56	136,807.00	127,325.44	8.9
55-40-250 ADVERTISING	.00	.00	750.00	750.00	.0
55-40-285 BANK COSTS/FEEs	2,844.24	6,161.03	34,500.00	28,338.97	17.9
55-40-280 INSURANCE	.00	1,924.51	6,100.00	4,175.49	31.6
55-40-290 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
55-40-337 PROPERTY LEASE	58,579.58	117,159.16	702,955.00	585,795.84	16.7
55-40-340 UTILITIES	1,045.70	2,041.29	21,800.00	19,558.71	9.5
55-40-350 SAFETY EQUIPMENT	.00	.00	400.00	400.00	.0
55-40-380 CONTRACT LABOR	502.00	1,327.32	30,500.00	29,172.68	4.4
55-40-440 POSTAGE	.00	378.37	.00	378.37	.0
55-40-460 MAINTENANCE & SUPPLIES	3,789.82	9,284.87	45,000.00	35,735.13	20.6
55-40-470 VEHICLE EXPENSE	298.20	312.98	500.00	187.04	82.6
55-40-475 FUEL EXPENSE	3,772.09	8,775.90	81,000.00	72,224.10	10.8
55-40-480 COMPUTER EXPENSE	48.88	97.72	3,000.00	2,902.28	3.3
55-40-500 BUILDING MAINTENANCE	.00	.00	250.00	250.00	.0
55-40-510 LAB FEES	2,318.00	2,318.00	7,000.00	4,684.00	33.1
55-40-515 ENGINEERING SERVICES	.00	.00	1,000.00	1,000.00	.0
55-40-518 ADEQ FEES	.00	.00	10,000.00	10,000.00	.0
55-40-610 EQUIPMENT MAINTENANCE	7,431.93	20,584.49	40,000.00	19,418.51	51.5
55-40-650 PROFESSIONAL SERVICES/AUDIT	.00	1,825.00	17,875.00	16,250.00	9.1
55-40-680 TRAVEL - TRAVEL/TRAINING	.00	.00	500.00	500.00	.0
55-40-705 CAPITAL LEASE	6,764.69	13,529.38	81,180.00	67,650.62	16.7
55-40-840 LANDFILL CAPITAL OUTLAY	478.35	478.35	108,519.00	108,040.65	.4
55-40-855 METHANE MONITORING	.00	1,081.45	2,500.00	1,418.55	43.3
<b>TOTAL LANDFILL EXPENDITURES</b>	<b>108,420.50</b>	<b>223,860.00</b>	<b>1,557,858.00</b>	<b>1,333,998.00</b>	<b>14.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>108,420.50</b>	<b>223,860.00</b>	<b>1,557,858.00</b>	<b>1,333,998.00</b>	<b>14.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>6,901.02</b>	<b>11,636.95</b>	<b>.00</b>	<b>( 11,636.95)</b>	<b>.0</b>



TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

		FUND 86				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 30</u>						
86-30-200	HOLIDAY FUND DONATION	.00	2,472.14	2,000.00	( 472.14)	123.6
TOTAL SOURCE 30		.00	2,472.14	2,000.00	( 472.14)	123.6
TOTAL FUND REVENUE		.00	2,472.14	2,000.00	( 472.14)	123.6



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

	FUND 86				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
86-40-100 CHILDREN'S FUND GIFTS/FOOD	.00	.00	2,000.00	2,000.00	.0
TOTAL DEPARTMENT 40	.00	.00	2,000.00	2,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	2,000.00	2,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	2,472.14	.00	( 2,472.14)	.0



**Monthly Grant Summary**  
**12 August through 24 September 2019**

**OPERATION STONE GARDEN,  
GOHS PTS,  
&  
GOHS DUI/IMPAIRED DRIVING ENFORCEMENT**

	<u>Hrs Worked</u>	<u>City Paid</u>	<u>Reimbursed Request/ Received</u>
OPSG/ Stone Garden	61	\$2318.03	\$2495.23    \$2,213.37 - 9/6/2019
GOHS DUI	22	\$ 835.14	\$689.47 - 9/9/2019

It occurred to me that I did not explain why on the Stone Garden grant there is a discrepancy between the amount the city paid out and the amount that they requested for reimbursement. I would like to explain this now: The amount that the city pays out is the equivalent to the amount that the officers are paid, however the Stone Garden grant not only pays for our officers' pay, but also includes an amount paid based on the mileage of the vehicle used during the Stone Garden Patrols. For example, over the past month, the Stone Garden grant will pay **\$177.20** for the mileage put on our vehicles during Stone Garden patrols.

**\*As a reminder, GOHS Grant Reimbursements are requested quarterly, therefore this amount, along with any other amount paid out for either of the GOHS grants during this quarter, will not be requested until after the quarter ends on September 30<sup>th</sup>.**

**LEGACY GRANT FOR SUMMER SPLASH****AWARD AMT \$5,400**

AMOUNT RECEIVED/Rec'd July 2019

\$5,400

EXPENDITURES

2,821.67

FUNDS REMAINING

\$

2,578.33

Notes: Funds have not yet been received. No expenditures have been made.

**LSTA mini-GRANT - HOTSPOTS****AWARD AMT \$4,000**

AMOUNT RECEIVED/Date

0

EXPENDITURES

0

Notes: Funds have not yet been received. No expenditures have been made.

**LSTA GRANT - DIGITAL HISTORY PROJECT****AWARD AMT \$28,150**

AMOUNT RECEIVED/Date

0

EXPENDITURES

0

Notes: Funds have not yet been received. No expenditures have been made.





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2019-14

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 2 "ADMINISTRATION AND PERSONNEL," CHAPTER 2.30 "OFFICERS IN GENERAL," CHAPTER 2.35 "OFFICERS," CHAPTER 2.55 "POLICE DEPARTMENT," AND CHAPTER 2.70 "ANIMAL CONTROL," TO CHANGE THE DUTIES OF THE POLICE CHIEF, TOWN MANAGER, TOWN CLERK, FINANCE CLERK AND TOWN COUNCIL; REMOVE PROVISIONS FOR K-9 OFFICERS; HAVE POLICE OFFICERS' AND ANIMAL CONTROL OFFICERS' PAY RATES ESTABLISHED BY THE TOWN MANAGER; AND AUTHORIZE THE TOWN MANAGER TO HIRE POLICE OFFICERS AND ANIMAL CONTROL OFFICERS BASED ON NEED AND BUDGET AVAILABILITY.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

**WHEREAS**, pursuant to A.R.S. section 9-303 and Ordinance No. 2016-014, the Town Council has established the office of town manager; and

**WHEREAS**, the Town Council wishes to amend the Code to change the duties of the police chief, town manager, town clerk, finance clerk and town council; remove provisions for k-9 officers; have police officers' and animal control officers' pay rates established by the town manager; and authorize the town manager to hire police officers and animal control officers based on need and budget availability; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on September 12, 2019, and at a subsequent meeting on September 26, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.30 "OFFICERS IN GENERAL," Section 2.30.020 "Treasurer and collector of taxes," is amended as follows, with deletions in ~~strike through~~ and additions in underlined text, as follows:

### **2.30.020 Treasurer and collector of taxes.**

The finance clerk shall act as treasurer, ~~and the marshal shall act as collector of taxes.~~

**SECTION 2.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.35 "OFFICERS," Section 2.35.020 "Town marshal," is amended as follows, with deletions in ~~striketrough~~ and additions in underlined text, as follows:

### **2.35.020 Town marshal.**

The marshal shall be the chief of police and shall ~~be collector of all taxes of the town; provided, that the collection of such taxes may be administered by the clerk. He shall~~ perform such duties as may be required of him by law and as the council may deem necessary.

**SECTION 3.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.55 "POLICE DEPARTMENT," Section 2.55.010 "Created - Composition," is amended as follows, with deletions in ~~striketrough~~ and additions in underlined text, as follows:

### **2.55.010 Created – Composition.**

There is hereby created a police department for the town which shall consist of a chief of police who shall also serve as town marshal, and as many police officers as may from time to time be deemed necessary by the ~~council~~ chief of police, based upon need and budget availability, for the safety and good order of the town.

**SECTION 4.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.55 "POLICE DEPARTMENT," Section 2.55.020 "Appointment of officers," is amended as follows, with deletions in ~~striketrough~~ and additions in underlined text, as follows:

### **2.55.020 Appointment of ~~officers~~ police chief.**

The chief of police shall be appointed by the council and shall serve at the pleasure of the council. ~~The council shall appoint as many policemen as may from time to time be deemed necessary for the safety and good order of the town.~~

**SECTION 5.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.55 "POLICE DEPARTMENT," Section 2.55.030 "Compensation of officers," is amended as follows, with deletions in ~~striketrough~~ and additions in underlined text, as follows:

### **2.55.030 Compensation of officers.**

The chief of police ~~and the policemen of the town~~ shall be compensated as determined by the council. The chief of police shall not receive any perquisites, commissions or

compensations for his services as chief of police, or town marshal or tax collector, except as the council may prescribe. Compensation of police officers will be determined by the chief of police, based on budget availability and approval of the town manager.

**SECTION 6.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.55 "POLICE DEPARTMENT," Section 2.55.080 "Canine officer pay policy," is repealed in its entirety and replaced to read as follows:

**2.55.080 Repealed and reserved.**

**SECTION 7.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.70 "ANIMAL CONTROL DEPARTMENT," Section 2.70.020 "Members," is amended as follows, with deletions in ~~strike through~~ and additions in underlined text, as follows:

**2.70.020 Members.**

Members of the department shall include the animal control officers and such deputies as may be authorized by the ~~mayer and common council~~ chief of police based upon need and budget availability. The animal control officers shall report to the chief of police.

**SECTION 8.** The Code, Title 2 "ADMINISTRATION AND PERSONNEL," Chapter 2.70 "ANIMAL CONTROL DEPARTMENT," Section 2.70.030 "Salaries," is amended as follows, with deletions in ~~strike through~~ and additions in underlined text, as follows:

**2.70.030 Salaries.**

Salaries of the members of the department shall be such sums as designated by the ~~mayer and common council~~ chief of police based on budget availability and approval by the town manager.

**SECTION 9.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 10.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 11.** The Town Clerk is hereby directed, pursuant to the Code, section 2.25.080, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 26th DAY OF SEPTEMBER, 2019.

*[Signatures follow]*

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

\_\_\_\_\_  
Janine Collins, Town Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Benavidez, Town Attorney



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2019-16

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE BY ADDING NEW TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" TO ESTABLISH REGULATIONS FOR REGISTERING AND MAINTAINING FORECLOSED, ABANDONED AND VACANT PROPERTY WITHIN THE TOWN; TO ESTABLISH REGULATIONS FOR DECLARING AND ABATING SLUM AND BLIGHTED PROPERTY; TO ESTABLISH MINIMUM STANDARDS FOR THE CONDITION OF THE INTERIOR OF RESIDENTIAL BUILDINGS; TO ESTABLISH REQUIREMENTS FOR THE MAINTENANCE OF ALL RESIDENTIAL AND NONRESIDENTIAL BUILDINGS AND STRUCTURES OF ANY KIND, AND VACANT AND IMPROVED LAND; TO ESTABLISH REGULATIONS FOR GRAFFITI PREVENTION, PROHIBITION AND REMOVAL; TO PROHIBIT ACTS AND CONDUCT THAT DIMINISH QUALITY OF LIFE; AND ADOPTING ENFORCEMENT AND ABATEMENT PROCEDURES AND SANCTIONS FOR VIOLATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28); and

**WHEREAS**, pursuant to A.R.S. sections 9-240 (B) (21) and 9-499, the Town may regulate nuisance properties within the Town and may prohibit and regulate accumulation of filth, debris or dilapidated buildings that constitute a hazard to public health and safety; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to establish programs and regulations to reduce the amount of deteriorating real property located within the Town, in particular, real property suffering from blight or creating nuisances caused by the lack of adequate maintenance; and

**WHEREAS**, the Town Council previously adopted Ordinance No. 2019-16 declaring "TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" a public record of the Town; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on September 26, 2019, and at a subsequent meeting on October 10, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** "TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY," a public record of the Town, three copies of which are on file in the office of the Town Clerk, is hereby approved and adopted.

**SECTION 2.** The Code, Title 16 is amended by adding new "TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY."

**SECTION 3.** Graffiti-related violations of this Ordinance are all criminal.

A. No person who owns or is in control of any real property within the Town shall maintain, permit or allow graffiti to remain on any sidewalk, building, sign, fence, wall or any other structures or surfaces where the graffiti is visible from the street or other public or private property. Doing so is a class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

**SECTION 4.** Non-graffiti-related violations of this Ordinance may be criminal or civil.

A. If the violation(s) concerns property used for residential purposes, the fine for a defendant's first citation under this Title shall be fifty dollars (\$50) per violation. The fine for a defendant's second violation under this Title shall be one hundred dollars (\$100) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

B. If the violation(s) concerns property used for non-residential purposes, the fine for a defendant's first citation under this Title shall be two hundred fifty dollars (\$250) per violation. The fine for a defendant's second violation under this Title shall be five hundred dollars (\$500) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

**SECTION 5.** In addition to the penalties of sections 3 and 4, above, the court shall impose restitution as part of its sentence, to compensate the Town for its costs to enforce this Title and bring a building or land into compliance with this Title. Restitution shall include all costs of abatement, including inspection fees, and prosecution of the case.

**SECTION 6.** Any continuing violation of this Ordinance constitutes a public nuisance that may be abated by the Town. Imposition of a fine or penalty assessment shall not relieve the owner or responsible person of the responsibility of abatement of the violation(s) or excuse him/her from liability for any and all costs incurred by the Town for abatement.

**SECTION 7.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 8.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 10th DAY OF OCTOBER, 2019.**

\_\_\_\_\_  
Johann Wallace, Mayor

**ATTEST:**

\_\_\_\_\_  
Janine Collins, Town Clerk

**Approved as to Form:**

\_\_\_\_\_  
Thomas Benavidez, Town Attorney



# **TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY**

## **Chapters:**

- 16.05 General Provisions
- 16.10 Definitions
- 16.15 Property Maintenance Standards
- 16.20 Building Maintenance Standards
- 16.25 Unsafe/Dilapidated Structures and Equipment
- 16.30 Graffiti Prevention, Prohibition and Removal
- 16.35 Slum Property
- 16.40 Public Nuisance
- 16.45 Additional Violations
- 16.50 Administration, Enforcement and Appeals
- 16.55 Liability, Conflicts, Severability
- 16.60 Foreclosure/Vacant Property Registry

## **CHAPTER 16.05 GENERAL PROVISIONS**

### **16.05.010 Title**

These regulations shall be known as the “Neighborhood Preservation Ordinance of the Town of Huachuca City” and may be cited as such and will be referred to hereinafter as “Title”. The Town of Huachuca City will be referred to hereinafter as the “Town”.

### **16.05.020 Purpose and Scope**

- A. The purpose of this title is to promote and preserve the health, safety and welfare of the citizens of Huachuca City, and to protect its residents, neighborhoods and business district against hazardous, blighting and deteriorating influences or conditions that diminish quality of life and contribute to the downgrading of property values. This title serves these purposes by establishing minimum standards for the condition of the interior of residential buildings; by establishing requirements for the maintenance of all residential and nonresidential buildings and structures of any kind, and vacant and improved land; and by prohibiting acts and conduct that diminish quality of life.
- B. Unless otherwise specifically provided, this title shall apply to all buildings, structures and lands within the Town without regard to the use or the date of construction, improvement or alterations. It constitutes the minimum requirements and standards for structures, equipment and facilities; the responsibility of owners, operators and occupants; and for the occupancy of existing structures and premises.
- C. This title shall be applied lawfully, fairly, sensibly, consistently, and reasonably to promote the maintenance of all existing buildings and land in the Town. The intent is to ensure that individuals, business owners and families do not suffer undue hardship.

- D. This title shall not require changes in existing buildings and utilities when alterations were installed in accordance with the Town building codes in effect at the time of construction or alteration of the building, structure or utilities and have been satisfactorily maintained since that time. This subsection does not apply when the building, structure or utility has been determined to be an imminent hazard, unsafe, unhealthy, or deteriorated, when the building has been moved to another location, or in connection with the requirements of Chapter 16.20 in this Title.
- E. Repairs, additions or alterations to a building or structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the building, zoning, administrative and technical codes adopted by the Town and in effect at the time of such repair, addition or alteration.
- F. To the extent that any provision of this title conflicts with or is preempted by any state or federal law, including state and federal laws concerning the construction and maintenance of manufactured homes and mobile homes, the provisions of this title shall not apply.

#### **16.05.030 Permits Required**

No building, structure or building service equipment regulated by this title or by the building and technical codes adopted by the Town shall be built, erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a permit first has been issued by the building official in the manner provided in Title 15 of the Huachuca City Municipal Code and the building codes adopted by the Town.

## **CHAPTER 16.10 DEFINITIONS**

#### **16.10.010 Definitions**

For purposes of this chapter, the following terms shall have the definitions provided below, provided, however, where terms are not defined in this chapter, they shall have the meanings ascribed to them in other chapters of the Huachuca City Municipal Code, including but not limited to the International Building Code, International Residential Code, International Fire Code, International Plumbing Code, International Mechanical Code, National Electric Code or NFPA 70. Words not defined shall be given their normal, ordinary meaning.

**Abandoned property.** The word “abandoned” is hereby defined as voluntarily relinquished by the owner for an apparently indefinite period-of-time. As applied to motor vehicles or other articles of property, the term includes, but is not limited to, any motor vehicle or other article of personal property which is left upon the public or private property without the consent of the public entity, owner, lessee, or occupant thereof for longer than two (2) hours.

**Abandoned structure.** An "abandoned structure" is hereby defined as any structure that is in a partially dismantled state, and which remains uninhabitable for more than twelve (12) consecutive months and there is no active building permit for work to the structure or which remains uninhabitable for more than thirty (30) months, even if there is an active building permit for work to the structure; and one of the following conditions exists:

- a. The structure's roof or any part thereof is missing, or
- b. Any outside wall of the structure or portion thereof is missing, including any windows that are missing, or the structure is not dried-in.

**Abate.** To correct, including, but not limited to, repair, clear, rehabilitate, demolish, or remove.

**Abatement warrant.** An order, in writing, signed by a judge of a court of competent jurisdiction, authorizing any employee, authorized agent, representative or contractor of the Town to enter onto any affected property to abate specified conditions.

**Accessory improvements.** Improvements to land other than buildings, including, but not limited to, driveways, parking areas, pools, bridges, monuments, signs, sidewalks, walkways, exterior steps, railings, fences, screening walls, and retaining walls.

**Accessory use areas.** Those areas and buildings around a dwelling, which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms and refuse collection facilities.

**Acceptable indoor air quality.** Air in which there are no known contaminants at harmful concentrations.

**Addition.** An extension or increase to floor area or height of a building or structure.

**Agent.** A person residing or located within Arizona authorized by the owner of a property to make or order repairs or service to the property, building or structure and authorized to receive notices on behalf of the owner.

**Aggregate Material.** Any rock fragments, pebbles, sand, gravel, cobbles, crushed base, asphalt, dirt or similar material.

**Air Pollution.** No emission shall be permitted which can cause damage to health, animals, vegetation, or other forms of property, or which can cause any excessive soiling.

**Alter or alteration.** Any change in construction or a change in occupancy. Where the term of alteration is applied to a change of construction, it is intended to apply to any change, addition, or modification in construction. When the term is used in connection with a change of occupancy, it is intended to apply to changes of occupancy from one trade or use to another.

**Attractive Nuisance.** The maintaining of a condition, instrumentality, machine, or other agency that is dangerous to young children because of a child's ability to appreciate peril and which may be reasonably expected to attract them.

**Bathroom.** A room containing plumbing fixtures including a bathtub or shower.

**Bedroom.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

**Blight or Blighted.** Unsightly, unsafe, or unsanitary conditions including, but not limited to, the accumulation of litter or debris; fences, buildings or other structures characterized by holes, breaks, rot, crumbling, cracking, peeling, or rusting; landscaping that is dead or damaged, characterized by bare dirt areas, uncontrolled growth or lack of maintenance, or is damaged; any other similar conditions of neglect, disrepair or deterioration; the exterior visible use or display of tarps, plastic sheeting or other similar materials as flexible or inflexible screening, fencing or walls covering upon a residential lot; excessive use, decay, degeneration, infestation, disrepair and deterioration that contribute to the depreciation of neighborhood property values or affect the health, safety, economic, aesthetic, or general welfare of citizens, regardless of the condition of other properties in the neighborhood.

**Building.** Any structure, either temporary or permanent, having a roof, supported by columns or walls, and use or built for the shelter or enclosure of persons, animals, chattels, or property of any kind. This shall include tents, awnings, or vehicles situated on private property and used for the purposes of building.

**Building code.** The code adopted by this jurisdiction regulating the design and construction of buildings and structures.

**Building official.** The officer or other person designated and authorized by the City Manager to enforce and administer the Town adopted building codes; or the building official's authorized representative.

**Closed container.** A container designed for transporting loose material such as garbage, refuse, or aggregate material with sides, top, and bottom made of solid and durable material such as metal or plastic, which will resist normal wear and tear and without any holes, cracks, or openings through which materials containing therein may escape, regardless of the degree to which the container is filled.

**Code official.** The official(s) designated and authorized by the City Manager to enforce and administer the provisions of this Title; or any duly authorized representative or designee of that official. Code official includes any peace officer, fire code official (fire-related issues only), building official or code enforcement officer.

**Commercial property.** Any property occupied by a business or businesses which sell, rent, trade or store goods, or which provide a service.

**Compliance order.** An order notifying the recipient that he or she is subject to civil or criminal prosecution for a violation of this chapter unless the violation is corrected.

**Contiguous.** Relating to property or residences, property that shares or abuts the boundary line or edge of the immediately adjacent property.

**Debris.** Substance or junk of little or no apparent economic value, which may be present in accumulation in excess of six (6) inches in height and ten (10) inches in diameter, including but not limited to deteriorated lumber, old newspapers, furniture, furniture parts, stoves, sinks, cabinets, household fixtures, refrigerators, car parts, equipment that is abandoned, broken or neglected, or the scattered remains of items.

**Default.** With respect to a mortgage, the obligor under the mortgage has breached or is in default of a repayment or other obligation in connection with that mortgage and has been notified by the mortgagee.

**Designee.** A person authorized in writing by the City Manager to carry out specific actions to enforce this chapter.

**Deteriorated or Deterioration.** A lowering in quality in the condition or appearance of a building, structure, or premises, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, vermin infestation, unsafe or unsanitary conditions, or any other evidence of physical decay, neglect, damage or lack of maintenance.

**Dilapidated.** A condition relating to a structure and consisting of multiple violations of the Town Code such that the structure is in an obvious and serious state of disrepair.

**Driveway:** A private way that provides access from a street to a building such as a house or garage.

**Dumping Ground:** Any area that is used for the storing, leaving, or abandoning of refuse, litter, garbage, waste, earth, rock or debris, including construction, agricultural, landscape, residential, commercial and industrial solid waste.

**Dwelling unit.** An enclosed space of one or more rooms that is designed, occupied, or intended for occupancy as living quarters exclusively for a single household, to include permanent provisions for living, sleeping, sanitation, and kitchen facilities.

**Excavation.** Any well, shaft, basement, pit, tunnel, trench, hole or other like or similar removal of earth material.

**Exterior surface.** Building exterior surfaces and attachments to buildings, including, but not limited to, walls, roofs, doors, windows, gutters, down spouts, antennas, fixtures, satellite dishes, porches, garages, patios, and chimneys.

**Fences, screen walls and/or retaining wall.** Self-standing structures designed to provide semi-privacy, security or bank retention between grade separation.

**Garbage.** Swill, offal and any accumulation of spoiled or fully decomposed, rotting or discarded animal, vegetable or other matter resulting from the handling, preparation, cooking, storage, consumption of plant and animal matter including meats, fowl, buds, fruits, vegetable, dairy products or other organic waste material subject to rapid decomposition and their waste wrappers or containers.

**Graffiti.** Any unauthorized inscription, figure, slogans, designs, drawings or other defacement that is written, marked, painted, carved, scratched, etched, sketched, or otherwise affixed to any exterior building surface, unscreened area, accessory improvement, or vehicle in a place which can be seen by the public and that degrades the beauty and appearance of property.

**Guard.** A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

**Habitable space.** A space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, screen enclosures, sunrooms, storage or utility space and similar areas are not considered habitable space.

**Health hazard.** The presence of any item(s) or condition(s) that adversely impact or jeopardize the wellbeing or health of an individual. Such items or conditions include, but are not limited to, evidence of occupancy without adequate water and sanitation facilities, or may be inclusive of human or animal waste, medical or biological waste, sharp, gaseous or combustible materials, radioactive waste, dangerous or corrosive chemicals or liquids, flammable or explosive materials, friable asbestos, offal and decay matter.

**Housekeeping unit.** A room or group of rooms forming a single habitable space equipped and intended to be used for living, cooking, sleeping and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**Imminent danger or hazard.** A condition of real property that places a person's life, health, or property in high risk of peril when such condition is immediate, impending, on the point of happening and menacing.

**Impervious.** Incapable of being penetrated or affected by water or moisture.

**Industrial property.** Any property occupied by land uses whose primary operation involves manufacturing, assembling, processing or otherwise treating raw materials, semi-finished products, or finished products, for packaging and distribution to either wholesale or retail markets.

**Infestation.** The presence or apparent presence of insects, rodents, birds, animals, vermin or other noxious pests of a kind or in a quantity that may cause structural damage to a building or structure, or endangers health within or around a building or structure, or may have an adverse effect upon the health, safety, aesthetics, or general welfare of citizens.

**Inoperable vehicle.** For the purposes of this Title 16, the definition of an inoperable vehicle shall be the same as the definition located in Section 9.30.010 of Title 9 of this Code entitled Public Peace Morals and Welfare.

**Inspection warrant.** An order, in writing, signed by a judge of a court of competent jurisdiction, directed to a state, county or local official, authorizing entry into private property to inspect for violations of this Town Code or other relevant laws and requirements.

**Labeled.** Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that's maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

**Land.** All land in the Town whether improved or unimproved.

**Landscape debris.** Material generated or accumulated as a result of, or moved in the course of, landscape operations. Landscape debris includes, but is not limited to, grass clippings, leaves, branches, vegetative matter, rubbish, soil and rock.

**Leaf blower.** Any device that generates a stream of air that is designed, or used, to move landscape debris.

**Litter.** All decaying or non-decaying solid wastes, including but not limited to both combustible and non-combustible wastes, such as ashes, street cleanings, garbage, rubbish, dead animals, abandoned or junked vehicles or parts thereof, solid market and industrial waste, discarded appliances, discarded furniture, wood, paper, rags, empty barrels, crates, packing cases, excelsior, packing material, wrappings, cigarettes, cardboard, cans, metal, mattresses, bedding, crockery, trash, boxes, bottles, glass, cartons, refuse, debris, plaster, plastic, asphalt, tile, rock, bricks, concrete dribble, yard clippings, dry vegetation, weeds, dead trees and branches, leaves, vegetation and trees which may harbor insect or rodent infestations or may become a fire hazard, piles of earth mixed with any of the above or any foreign objects or other materials tending to create an unsightly condition and having an adverse effect upon the health, safety, economic, aesthetic, or general welfare of adjoining properties or occupants thereof.

**Manufactured home.** A structure built in accordance with the national manufactured housing construction and safety standards act of 1974 and Title VI of the housing and community development act of 1974 and any subsequent amendments.

**Minor vehicle repair.** Brake part replacement, minor tune-ups, change of oil and filter, repair of flat tires, lubrication and other similar operations are considered minor vehicle repairs. It does not include any removal or rebuilding of engines, repair or removal of differentials or axles, body or painting work of vehicles or vehicle parts or any vehicle repair that causes a vehicle to be inoperable for a period in excess of twenty-four (24) hours.

**Mobile home.** Structure built before June 15, 1976, on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a permanent foundation as a dwelling when connected to onsite utilities. Does not include recreational vehicles and factory-built buildings.

**Mortgage.** A first mortgage or other first-priority security interest in real property that is placed as security for the repayment of a loan and includes a first deed of trust.

**Mortgagee.** Any person or firm who holds a first-priority mortgage or other first-priority security interest in real property to secure a loan, whether as the mortgagee of a mortgage or the beneficiary of a deed of trust.

**Notice of default event.** With respect to a mortgage, a default regarding that mortgage has occurred and either: a) A notice of breach or notice of default and election to sell has been provided to the obligor and has been recorded in the Cochise County Recorder's Office; or b) An action for judicial foreclosure has been commenced regarding that mortgage by the filing of a complaint or petition for foreclosure in a court of competent jurisdiction.

**Notice of Violation (NOV).** A notice issued to a property owner or responsible person concerning violations of this Title.

**Noxious Weed.** Any species of plant which is, or is liable to be, detrimental or destructive and difficult to control or eradicate and shall include any species that the Arizona Department of Agriculture, after investigation and hearing, determines to be a noxious weed.

**Nuisance.** Any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- a. Injures or endangers the comfort, repose, health or safety of others;
- b. Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;
- c. In any way renders other persons insecure in life or the use of property; or
- d. Essentially interferes with the comfortable enjoyment of life and property or tends to depreciate the value of the property of others.

**Occupancy.** The purpose for which a building, or part thereof, is used or intended to be used.

**Occupant.** An individual or individuals or legal entity, through rights of ownership or tenancy, has possession or use and enjoyment of the subject real property and premises. Any person, permittee, licensee, or franchisee that places or maintains facilities in the city streets and public ways.

**Off-road vehicle.** A recreational vehicle designed for off-road use and not required to be licensed, including without limitation all-terrain vehicles, motocross cycles, sand rails and dune buggies.

**Openable area.** That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**Operator.** Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

**Owner.** A person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of the Cochise County Recorder's office.

**Owner's agent.** A statutory agent designated pursuant to A.R.S. 33-1902.

**Person.** Any individual, firm, partnership, association, social or fraternal organization, corporate, estate, trust, receiver, syndicate, branch of government, or any other group or combination of acting as a unit.

**Polluted.** A condition that exists in the water and is characterized by bacterial growth, algae, insect infestation, the remains of litter, debris, garbage, or any other foreign matter of which because of its nature or location, constitutes an unhealthy, unsafe, or unsightly condition.

**Pool.** A constructed or excavated exterior area designed to contain a regular supply of water.

**Premises.** A lot, plot or parcel of land, easement or public way, including any structures thereon.

**Private property.** Any real property not owned by the federal government, state, county, city, or political subdivision of the state.

**Property line.** The line that represents the boundary of property (including an apartment, condominium, room or other dwelling unit) owned, leased, or otherwise occupied by a person, business, corporation or institution.

**Public way.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**Refuse.** Solid waste, including garbage.

**Resident.** A person that lives in a residence, or a responsible party.

**Residential property.** A property where the dominant use is non-transient occupancy of residential dwelling units.

**Residential rental property.** Property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park or a recreational vehicle park, residential rental property includes the rental space that is leased or rented by the owner of that rental space but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.

**Responsible person.** An owner, tenant, renter, lessor, lessee, manager, agent, lien holder or a fiduciary or person with power of attorney or other person who is occupying or having charge, possession or control of the premises or has authority and ability to act on behalf of, or in the interest of, the owner. When property is held in common by more than one (1) owner, each owner is a responsible person, even when a homeowner's association has been formed to manage and maintain such commonly owned property. Such a homeowner's association shall also be a Responsible Person. When any subdivision or planned area development (PAD) has been approved by Town Council and provisions have been made for the creation of an architectural review committee, homeowner's association or similar committee, which has been created, or will be created, for the purpose of controlling or regulating matters of common concern or maintenance, the developer of said subdivision or PAD shall submit to the Town Clerk, the names, addresses and telephone numbers of the officers of said committee or association at the time the organization is granted autonomy. Until such information is supplied to the Town Clerk, the developer shall remain a Responsible Person for the purposes of maintaining all common property in accordance with this section. Once granted autonomy, the chairperson, secretary or principal officer of any committee or association, as described above, shall notify the Town Clerk of any change in officers and provide the names, addresses and telephone numbers of the new officers within thirty (30) days after the change becomes effective. Until the Town Clerk receives notice of any new officers, the officers on record shall remain Responsible Persons as provided herein.

**Rooming house.** A building arranged or occupied for lodging with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**Rooming unit.** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**Rubble.** Broken solid surface fragments usually resulting from the decay or deterioration of a building; miscellaneous mass of broken or apparently worthless materials.

**Screened area, exterior.** An area separated by a permanent non-flexible device to completely conceal one (1) element of a property from other elements or from adjacent or contiguous property. Examples include but are not limited to fencing six (6) feet in height that is made from solid wood, brick or chain link with opaque slats.

**Sidewalk area.** That portion of a street between the curb-lines, or the lateral lines of a roadway, and the adjacent property lines, whether identified on the ground as a pedestrian walkway or not.

**Sleeping unit.** A room or space in which people sleep which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

**Slum property.** Residential rental property that has deteriorated or is in a state of disrepair and that manifests one (1) or more of the following conditions that are a danger to the health or safety of the public:

- a. Structurally unsound surfaces, roof, walls, doors, floors, stairs, stairwells, porches or railings.
- b. Lack of potable water, adequate sanitation facilities, adequate water or waste pipe connections.
- c. Hazardous electrical system or gas connections.
- d. Lack of safe, rapid egress.
- e. Accumulation of human or animal waste, medical or biological waste, gaseous or combustible materials, dangerous or corrosive liquids, flammable or explosive materials or drug paraphernalia.

**Smoke.** No emission of smoke from any source shall be permitted to exceed a greater density than the density described as No. 1 on the Ringleman Chart. However, smoke may be emitted, which is equal to but not darker than No. 2 on the Ringleman Chart, for not more than four minutes in any eight-hour period. For the purpose of grading the density of smoke, the Ringleman Chart, as published by the U.S. Bureau of Mines shall be the standard. All measurements shall be taken at the point of emissions of the smoke.

**Stabilization or stabilized.** Treatment of ground surfaces with asphaltic concrete, cement, concrete, hardscape, penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate, decomposed granite cover, crushed granite cover, aggregate cover, gravel cover, grass or other continuous vegetative cover, or any combination of these stabilizers.

**Store.** The parking, leaving, locating, keeping, maintaining, depositing, remaining, or having a physical presence.

**Structure.** A combination of materials to form a construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

**Tenant.** A person who rents, leases or subleases, through either a written or oral agreement, real property from another for a fixed time.

**Toilet room.** A room containing a water closet or urinal but not a bathtub or shower.

**Vacant.** With respect to real property and "vacant real property", real property and improvements that are not presently occupied by persons lawfully entitled thereto. The term does not include real property that is unoccupied by reason of the temporary absence of lawful occupants who intend to return and resume occupancy.

**Vacant and unsecured building or structure.** Any vacant or abandoned building or structure, regardless of whether or not the building or structure is surrounded in whole or in part by a fence or wall, that is: 1) a fire or health hazard because of the accumulation of weeds, debris, or flammable or combustible waste or refuse; or 2) an attractive nuisance or hazard to the public because unsecured doorways or window openings or holes in the exterior of the building or structure permit entry of unauthorized persons.

**Vacant structure.** Any unoccupied or illegally occupied structure.

**Vegetation.** Plant growth, whether living or dead, characterized by grass, weeds, bushes, cactus, or trees.

**Vehicle.** Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracts.

**Ventilation.** The natural or mechanical process of supplying conditioned or unconditioned air to or removing such air from any space.

**Weeds.** In addition to those noxious weeds defined in A.R.S. 3-201, weeds include, but are not limited to, bull thistle, cocklebur, foxtail, horseweed, lambs quarters, London rocket, mallow, milkweed, pigweed, mustards, prickly lettuce, ragweed, Russian thistle, tumbleweed, shepherds purse, sowthistle, which horsenettle, and willow wee, regardless of whether an owner or occupant regards the plant growth as desirable. In addition, any vegetation, in excess of twelve (12) inches, growing in an uncontrolled manner, which will, if not cut or destroyed, become a fire hazard or menace to adjacent property is for the purpose of this chapter a weed.

**Yard, front.** The area extending the full lot width and situated between the front property lot line and the face of the principal building, which is parallel to, or most nearly parallel to, the front lot line.

**Yard, rear.** The area extending the full lot width and situated between the rear lot property line and the face of the principal building, which is parallel to, or most nearly parallel to, the rear lot line.

**Yard, side.** The area extending between the front yard and the rear yard and situated between the side lot property line and the face of the principal building, which is parallel to, or most nearly parallel to, the side lot line.

## CHAPTER 16.15 PROPERTY MAINTENANCE STANDARDS

### 16.15.010 Scope

In this chapter, unless otherwise provided, the terms “exterior premises and land” applies to all land, vacant or improved, located within the Town.

### 16.15.020 Litter Control

- A. **Accumulation of refuse, debris and litter is prohibited.** Each owner, lessee, tenant, resident or occupant shall maintain all exterior premises and land, so it is free of accumulated refuse, debris, litter or inoperable vehicles. This means contained or uncontained refuse, debris or litter that is present on a property in a manner not authorized by the Town.
- B. **Accumulation of refuse, debris and litter from a construction site is prohibited.** It is unlawful for any property owner, agent, or contractor in charge of any construction or demolition site to cause, maintain or permit the accumulation of any refuse, debris or litter on the site before, during, or after completion of the project except in a designated contained area or to allow any such refuse, debris or litter to become windblown and carried or deposited upon any alley, street, public place or adjacent private property.
- C. **Dumping of refuse, debris and litter is prohibited.** No person shall throw, deposit or dump any refuse, debris or litter on any land, whether owned by such person or not, except that approved receptacles may be used for the collection and containment of such refuse, debris or litter provided they are maintained in such a manner to prevent the refuse, debris or litter from becoming windblown and being carried about the area or deposited on any alley, street, public place or adjacent private property.
- D. **Failure to provide receptacles to contain refuse, debris and litter is prohibited.** It is unlawful for any business, corporation, firm or person to fail to provide approved litter or trash receptacles for the containment of refuse, debris, litter and trash generated within or upon their premises or to allow refuse, debris, litter or trash from approved receptacles to become windblown and be carried about the area or deposited on any alley, street, public place or adjacent private property.
- E. **Burning of refuse prohibited.** Except as specifically permitted by this or other adopted codes, the open burning or incineration of refuse is prohibited.

### 16.15.030 Care of Premises

All exterior premises and land shall be maintained in accordance with the following minimum standards so as not to create a public nuisance. All exterior premises and land area shall be kept free from dry vegetation, tumbleweeds, weeds, bushes and tall grass and trees which present a visual blight upon the area, which may harbor insect or rodent infestations, or dry vegetation which may likely become a fire hazard or result in a condition which may threaten the health and safety or the economic welfare of adjacent property owners or occupants.

- A. Accumulation of vegetation prohibited.** Each owner, lessee, tenant, resident or occupant shall maintain a premises or land, so it is free of the accumulation or untended growth of vegetation. The accumulation or untended growth of vegetation means the presence of plants on property that create a fire, safety or health hazard, or that attract vermin either on the property, on neighboring properties, or on both, and includes but is not limited to:
1. Any lawn grass that exceeds twelve (12) inches in height.
  2. All weeds that exceed twelve (12) inches in height.
  3. All hedges along the front and side lot line to the front line of a residence that exceed four (4) feet in height.
  4. All noxious weeds, defined as all grasses, annual plants and vegetation, other than trees and shrubs, provided however, this term shall not include cultivated flowers and individual or community gardens.
  5. Dead trees or dead shrubs.
  6. Dead palm fronds within ten (10) feet of the ground, a structure, a fence or wall, or of any combustible other than the tree from which the fronds have grown.
  7. Any tree, shrub, or other form of vegetation of any kind on the property or on the adjoining right-of-way, street, or alley that extends over or under the sidewalk space (whether sidewalk is installed or not) or roadway in a manner that may interfere with the reasonable use of the street, sidewalk space, or alley for pedestrian or vehicular traffic of any kind or that may obstruct the view or light distribution of traffic-control signs or devices or luminaries. Vegetation must be trimmed and maintained to provide an unobstructed pedestrian path a minimum of 48 inches in width and 80" in height from grade.
- B. Vacant lots or parcels shall be maintained.** Vacant lots or parcels that are located within an established subdivision or in a business zone shall be maintained free from weeds or untended plant growth the same as if it was improved. Vacant lots or parcels that are adjacent to established subdivisions or a business zone shall be maintained free from weeds or untended plant growth in excess of twelve (12) inches in height a distance of seventy-five (75) feet from the property line adjoining the improved property and twenty-five (25) feet from the property line adjoining a public or private street.
- C. Maintenance of public rights-of-way.** It is the duty of all tenants or occupants of any real property abutting any local street or alley in the Town, or if no tenant or occupant, then the property owner thereof, shall be required to keep that part of the street between such property lines and the curb, including the gutter of the street on which such property abuts, or up to the median point of an alley, improved or unimproved, in a safe and sanitary condition at all times. Said area shall be kept free from debris, litter and trash of all kinds, except household waste that is being properly disposed. Grass, weeds, or other groundcover shall not exceed twelve (12) inches. This duty extends to and includes:

1. Any portion of a street or street right-of-way which has been opened for public use, between the curb line (or if there is no curb line, the edge of street pavement), and the abutting property line. This includes the abutting sidewalk area (whether the sidewalk is installed or not). Sidewalk areas shall be kept free from sand, leaves, algae growth, vegetation and slippery conditions.
  2. One-half ( $\frac{1}{2}$ ) of the width of abutting alleys, from the property line to the centerline of the alley.
- D. Composting.** The provisions of this Section do not prohibit the maintenance of a compost pile on residential property, so long as the compost pile does not create a hazard and is:
1. Contained;
  2. Maintained so as not to produce offensive odors or attract flies or vermin;
  3. Located, insofar as reasonably possible, so that it is not visible from abutting properties or streets;
  4. Maintained in compliance with all rules, regulations and procedures that may be promulgated by the code official.
- A compost pile not in compliance with all the provisions of this section is in violation of this Chapter.
- E. Insect, rodent and animal control.** All exterior premises shall be kept free from insect and rodent harborage and infestation and other noxious pests where such harborage or infestation threatens the health, safety or welfare of a person or persons. Where harborage or infestation is found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate harborage and prevent re-infestation. This provision shall not require action to disturb the natural or cultivated activity of bees, rabbits or other insects and animals where such activity is not a danger or nuisance to any resident or residents of the area, and where other applicable legal requirements are met.
- F. Walkways and driveways.** All walkways, stairs, driveways, parking spaces and similar areas located on the exterior premises shall be kept in a proper state of repair and maintained free from hazardous conditions.
- G. Parking in front yards.** No vehicle, recreational vehicle, accessory vehicle, trailer, or similar type vehicles or trailers, or parts for such vehicles or trailers shall be parked or stored in the portion of the front yard directly in front of a residence.
- H. Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
- I. Exterior hazard or attractive nuisance.** All premises and land shall be kept free of any condition that constitutes a health hazard, imminent hazard, or attractive nuisance. Such prohibited conditions include, but are not limited to the following:

1. **Accessory structures, fences, screen walls and retaining walls.** All accessory structures on the exterior premises, including, but not limited to, detached garages, guest houses, storage buildings and sheds, as well as all fences, screen walls and retaining walls shall be safe, structurally sound and maintained so that they do not constitute a hazard, blight or condition of disrepair. Examples of hazards, blight or conditions of disrepair are inclusive of, but not limited to leaning fences, fences that are missing slats or blocks, graffiti, peeling paint, deterioration of paint or materials, rotting or damaged materials.
2. **Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.
3. **Abandoned refrigerators.** All premises shall be kept free of iceboxes, refrigerators or other containers with a capacity of one and one-half (1 ½ ) cubic feet or greater that have an attached door or lid, snap-lock or other locking device that may not be released from the inside and that are abandoned, discarded or no longer used for refrigeration and are in any place accessible to children. In addition to any other remedy provided under this chapter, a code official may immediately and without prior notice remove an attached door, lid or other locking device or take other similar action to abate the hazard presented.
4. **Excavations.** All premises shall be kept free of abandoned or unsecured excavations, or any excavation that creates a hazard to public safety or an attractive nuisance. An excavation made under permit and secured and maintained in a manner that complies with the applicable permit requirements is not considered a violation of this section. An excavation or mound is considered secure when:
  - a. It is protected by a permanent or complete five-foot minimum height enclosure that surrounds the excavation or property.
  - b. A well, pit, abandoned swimming pool, or similar excavation is completely and permanently covered, fenced securely or protected in an equivalent manner.
5. **Grading and Drainage.** All exterior premises, with the exception of approved retention areas and reservoirs, shall be graded and maintained to prevent erosion of soil and to prevent the accumulation of stagnant water thereon, when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects, causes soil erosion or which causes damage to neighboring property.

6. **Sanitation.** All exterior premises shall be maintained in a safe and sanitary condition. The property owner or occupant shall keep that part of the exterior premises which such person occupies or controls in a safe and sanitary condition. It shall be unlawful for any person to permit any rubbish, trash, refuse, junk and other abandoned materials or any conditions which provides the harborage for rats, mice, snakes or other vermin to remain in a yard or open area owned, occupied or in the possession of such person for a period of more than five (5) days. Garbage and refuse shall be disposed of in accordance with the provisions of Title 8 of the Huachuca City Municipal Code.
7. **Repeated Dumping.** Vacant lots or lands, which have been subject to dumping on more than one (1) occasion, shall be secured to prevent further occurrences of dumping. Signs stating “no dumping” shall be erected in accordance with applicable laws on vacant lots or lands, which have been subject to dumping on more than one (1) occasion.
8. **Toxic, hazardous, and flammable materials.** The storage and use of poisonous, corrosive, explosive, flammable and combustible liquids, radioactive materials, and other materials hazardous to life or property, as determined by the Town, shall conform to all applicable portions of the currently approved edition of the International Building Code and the International Fire Code. These standards are in addition to all applicable state and federal regulations.
9. **Outdoor storage.** Outdoor storage on residential properties is prohibited under the following conditions:
  - a. When stored in the front yard.
  - b. When stored in the side yard or rear yard and is not screened by a minimum five (5) foot high solid wall or opaque fence.
  - c. When it exceeds twenty-five (25) percent of the total lot area.
  - d. When stored in an open covered porch that is visible from beyond the boundaries of the lot.
  - e. When stored in an open carport that is visible from beyond the boundaries of the lot or where the amount of storage restricts an automobile from being properly stored within the carport. A double carport will require enough space to store two (2) automobiles.
  - f. When storage items include garbage, refuse or debris not contained in an approved receptacle.
10. **Maintenance of swimming pools and architectural pools.** All swimming pools and architectural pools, ponds and spas shall be properly maintained so as not to create a safety hazard or harbor insect infestation or create a visibly deteriorated or blighted appearance. They shall meet the following standards:
  - a. It shall be unlawful for any person, owner, lessee, tenant, occupant, or business entity (hereinafter collectively “person”) to have, keep, maintain, cause or permit a swimming pool where the water quality deteriorates to such a poor level as to prevent clear visibility from the water’s surface to the pool bottom or as to create a breeding ground for mosquitoes or other insects. Water shall not be allowed to stagnate, or to become stale or foul through lack of circulation.

- b. Architectural pools that contain fish must be maintained to provide for the health of the fish. Dead fish must be removed immediately.
- c. Private swimming pools, hot tubs and spas shall be surrounded by a fence or barrier at least sixty (60) inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54-inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6-inches from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Provided, however, spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

## **CHAPTER 16.20 BUILDING MAINTENANCE STANDARDS**

### **16.20.010 Scope**

In this chapter, unless otherwise provided, the “building interior” section applies to the interior, utility service, plumbing and mechanical equipment of all residential dwellings and dwelling units in the Town. The “building and structure exteriors” section applies to all residential and non-residential structures and buildings in the Town.

### **16.20.020 Building interior**

#### **A. Fire safety.**

1. The presence and operations of window openings, size and condition of exits, bars, grills, grates covering windows and openings shall allow for safe and rapid egress in emergency situations. At least one (1) window and all doors in living/sleeping rooms in dwelling units must have an operable release mechanism that allows safe and rapid egress without the use of separate tools.
2. Every dwelling unit or guest room shall have unobstructed access directly to the outside, or to a public corridor. Every door, stairway, passageway or other means of exit shall be of sufficient size, width and arrangement so as to provide safe and rapid egress in the event of fire. Every walking surface of any means of exit shall be maintained free of warping, rotting, or other damage or obstructions so as to provide safe and rapid egress in the event of fire.
3. Every existing dwelling unit shall be provided with smoke detectors in good operating conditions as required by the adopted Fire Code of the Town of Huachuca City.

**B. Heating and cooling systems.**

1. **Heating.** Every habitable room within a dwelling unit, guest room, and congregate residence shall be provided with safe heating facilities which are properly installed and maintained in a sound condition and are capable of providing adequate heating, appropriate for the climate, to assure a safe living environment. All heating facilities shall be free from health hazards associated with ventilation, mounting, electrical and gas connections and other defects. Unvented fuel-burning heaters must be of a listed and approved type but are prohibited as the sole source of heating. Ovens, stoves or ranges, or other cooking appliances cannot be used for the purpose of heating any portion of a dwelling. Listed and approved type of portable space heaters may only be used as the sole source of heating on a temporary basis (as determined by the Code Official) when the permanent heating system is being repaired or replaced.
2. **Cooling.** Every dwelling unit, guest room, and congregate residence shall be provided, in at least one (1) habitable room, with either mechanical cooling or an alternate cooling method. Cooling facilities shall be installed and maintained in a safe condition and in accordance with the manufacturer's recommendations, and shall be capable of providing adequate cooling, appropriate for the climate, to assure a safe living environment. Evaporative cooling shall be maintained to be free of excessive rust, corrosion or mineral deposits, that limit proper operation. Any mounting apparatus for a cooling facility must be structurally sound. Mechanical fans or portable evaporative cooling devices may only be used as the sole source of cooling on a temporary basis (as determined by the Code Official) when the permanent cooling system is being repaired or replaced.

**C. Ventilation.**

1. Habitable rooms within a dwelling unit shall be provided with natural ventilation by means of openable exterior openings with an area of not less than five (5) square feet. A mechanical ventilating system may be provided in lieu of required exterior openings for natural ventilation, so long as such a system is capable of providing thirty-five one-hundredths (0.35) air changes per hour and so long as the air supply is taken from the outside.
2. Bathrooms, laundry rooms, water closet compartments and similar rooms shall be provided with natural ventilation by means of openable exterior openings with an area not less than one and one-half (1 1/2) square feet. A mechanical ventilation system connected directly to the outside may be provided in lieu of required exterior openings for natural ventilation in bathrooms that contain a bathtub, shower or combination thereof; laundry rooms; and similar rooms. Such a system must be capable of providing five (5) air changes at the rate of fifty (50) cubic feet per minute if the system operation is intermittent, or twenty (20) cubic feet per minute if the operation is constant. The point of discharge of exhaust air shall be at least three (3) feet from any opening into the building. In bathrooms containing only a water closet, lavatory or combination thereof, or in similar rooms, ventilation may be provided with an approved mechanical recirculating fan or a similar device designed to remove odors from the room.

**D. Electrical Systems.**

1. All dwellings and dwelling units shall be provided with electrical service. Electrical facilities connected to or in any building or structure are to be maintained hazard-free and in a state of good repair. The electrical system shall be free from hazards such as bare wiring; overloaded circuits or services; equipment not properly grounded; over-fused circuits; misuse of wiring, including the use of extension cords in lieu of permanent wiring; non-approved wiring; and wiring exposed to moisture or extreme heat. Broken, loose, frayed, inoperable, defective or missing portions of the electrical service, lines, switches, outlets, fixtures and fixture coverings shall be repaired or replaced.
2. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner and in accordance with all applicable laws.
3. Every habitable room must have at least two (2) electrical receptacle outlets, or one (1) outlet and one (1) electric light fixture. Every bathroom, water closet compartment and laundry room must have at least one (1) electric light fixture.

**E. Mechanical equipment.** All mechanical equipment and appliances shall be properly installed, maintained in a safe, working, operating condition, and shall be free of any defect that impairs operability.

**F. Plumbing systems.**

1. Dwelling units shall be provided with one (1) or more bathrooms equipped with a water closet, lavatory, and either a bathtub or shower. Hotels or subdivisions thereof where both sexes are accommodated shall contain at least two (2) separate toilet facilities that are conspicuously identified for male or female use, each of which contains at least one (1) water closet. Additional water closets shall be provided on each floor for each sex at the rate of one (1) for every additional ten (10) guests or fractional part thereof, in excess of ten (10). Each sink, bathtub and shower shall have hot and cold running water as necessary for its normal operation and use.
2. All dwellings or dwelling units shall have a kitchen, which shall include an indoor cooking area. The cooking area must be provided with a sink separate and apart from any bathroom sink or lavatory. Each kitchen sink shall have hot and cold running water necessary for its normal operation and use.
3. All plumbing systems are to be maintained safe and hazard-free and in a state of good repair. Every dwelling or dwelling unit shall have an adequate potable water supply. Every plumbing fixture, water and waste-pipe and gas connection shall be properly installed in accordance with all applicable laws and maintained in good and sanitary working condition so as to prevent structural deterioration or health hazards and are to be free from leaks and obstructions.
4. All plumbing fixtures shall be connected to a public sewer system or to an approved private sewage disposal system, with the connections free from leaks, blockages, or other defects. All plumbing fixtures shall be connected to an approved system of water supply and provided with hot and cold running water necessary for its normal operation.
5. When a structure is equipped with a gas supply system, it must be installed and maintained in a safe hazard-free condition.

**G. Interior surfaces and features.**

1. Every wall or vertical support must be sufficient to carry imposed loads safely, and must not lean, buckle, or split due to defect or lack of maintenance.
2. Every ceiling, roof, and ceiling and roof support must be sufficient to carry imposed loads safely, and must not buckle, sag or split due to defective material or deterioration.
3. Every floor and floor support shall be maintained in a safe and structurally sound condition, and every existing floor covering shall be maintained in a safe condition that is free of defect or deterioration that creates an unsafe or unsanitary condition.
4. Every interior door, cabinet and other feature shall be maintained in a safe and structurally sound condition.
5. All interior coverings, finishes, surfaces including walls, ceilings and floors shall be maintained in a good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. All walls, ceilings or floors shall be free from holes, breaks and loose or rotting materials. Cracked or loose plaster, wallboard, decayed wood or other defective surface conditions shall be corrected.
6. All repair work shall be done in a workman-like manner.

**H. Ceiling heights.** Habitable spaces, kitchens, halls, bathrooms and toilet compartments must have a ceiling height of not less than seven (7) feet measured to the lowest projection of the ceiling. If any room has a sloping ceiling, at least one-half ( $\frac{1}{2}$ ) of the room area must have the prescribed minimum ceiling height.

**I. Interior sanitation.**

1. The interior of every building or structure shall be maintained from any unsafe or unsanitary accumulation of refuse.
2. All sanitary facilities shall be installed and maintained in a safe and sanitary condition.
3. Every dwelling unit must have a kitchen, which shall include a sink. All sinks, drain boards and countertops adjacent to the kitchen sink shall be made of non-absorbent materials, or must be covered by a non-absorbent material.

**J. Interior insect and rodent control.** The interior of all buildings and structures shall be kept free from infestation of insects, rodents and other noxious pests where such infestation threatens the health, safety or welfare of a person or persons.

**K. Access control.**

1. Exterior doors, including sliding glass doors, must have an operable locking mechanism. Double cylinder deadbolt locks or other mechanisms that prevent rapid egress in case of fire or other-type emergency are prohibited.
2. All windows must have an operable locking mechanism.

## **16.20.030 Building and structure exteriors.**

- A. Exterior surfaces.** All exposed exterior surfaces, windows and doors shall be maintained to be free of deterioration that is a threat to health and safety, impervious to moisture and weather elements, and shall not otherwise present a deteriorated or blighted appearance. Windows, doors, locks on doors, and hinges must be present and installed properly. These items must be free from deterioration or blighting conditions. Examples of such deterioration and blight may include the following:
1. Improperly anchored canopies, metal awnings, stairways, exhaust ducts, and overhead extensions;
  2. Exterior windows and doors that are not fitted securely in their frames and are not substantially weather tight or that have inoperable locks;
  3. Paint that is deteriorated, indicated by peeling, flaking, cracking, blistering or mildew, resulting in exposed, bare unprotected surfaces;
  4. Window screening not maintained in good condition;
- B. Weather protection.** All weather-exposed exterior surfaces of every building, including windows and doors, shall provide weather protection. Every building shall be weather protected to provide shelter for the occupants against the elements and to exclude moisture and dampness.
- C. Protective treatment.** All exterior wood surfaces, except for decay-resistant woods, must be protected from deterioration and from the elements by paint or other protective treatment or covering. Any exterior wood surface that has paint that is peeling, flaking, cracked, blistered or chipped, resulting in bare, unprotected surfaces, must be repainted. All metal surfaces subject to corrosion or rust must be treated or coated to inhibit corrosion and rust, unless corrosion or rust is a design element.
- D. Boarded window or door openings.**
1. No occupied structure may have boarded window or door openings, except as necessary on a temporary basis to keep the structure secure while under repair.
  2. While vacant structures may temporarily be secured by boarding up window and door openings in accordance with Section 16.25.050 of this Title having or maintaining boarded window or door openings on a vacant structure for three hundred sixty-six (366) days in any two-year period is prohibited.
- E. Windows, skylights and doors.** Every window, skylight, door and all associated frames, shall be kept in sound condition, repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than fixed windows, shall be easy to open and capable of being held in position by window hardware. All window and door hardware shall be maintained in good condition and shall function properly.
- F. Decorative features.** All cornices, belt courses, corbels, trim, eaves, fascia, soffit, wall facings and similar decorative features shall be maintained in good repair free of decay, rot or loose material, and have proper anchorage.
- G. Foundations, walls, roofs and chimneys.** Every foundation, wall, roof, chimney and all exterior surfaces of buildings and structures shall be maintained in structurally sound condition and shall provide weather protection. All wood showing evidence of termite damage or decay, where structural or functional integrity is impaired, shall be replaced.

- H. **Foundations.** All foundations shall be maintained in a structurally sound condition and shall be capable of supporting the load placed thereon by normal use. Foundations shall have effective waterproofing.
- I. **Walls.** Exterior walls shall be maintained in a structurally sound condition that is substantially weathertight and weatherproof and shall be protected from the elements by paint or other approved protective covering. Exterior walls must be free of loose, crumbling or deteriorated plaster or rotted, split or buckled exterior wall coverings.
- J. **Roofs.** The roof of every building or structure shall be maintained in a structurally sound condition and shall provide weather protection for that building or structure. Roof coverings shall not be rotted, broken, split, buckled or otherwise deteriorated. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structures. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.
- K. **Chimneys.** All chimneys must be maintained to be structurally safe and in sound condition.
- L. **Stairways, decks and porches.** All stairways, decks and porches shall be maintained in a safe condition and shall be capable of supporting the load and resisting all forces placed thereon by normal use. Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- M. **Coolers and their apparatus.** Evaporative coolers, cooler stands and any cooler mounting apparatus shall be maintained in a condition free from excessive accumulation of scale, rust, corrosion or mineral deposits. Cooler stands and any mounting apparatus must be structurally sound. Unused, deteriorating and unattached evaporative coolers are to be removed from the structure.
- N. **Accessory structures.** All accessory structures, including but not limited to detached garages, fences and walls, must be structurally sound and be free of disrepair. Examples of disrepair include missing slats, posts or blocks, or damage, deterioration or rot. Fences and walls cannot be constructed or covered with materials not designed or commonly used for that purpose, such as pallets or tarps. Fences and walls must be properly anchored so as to not be in danger of failure or collapse.
- O. **Exterior, weather tight, watertight and vermin-proof.** Every foundation, roof and exterior wall shall be reasonably weathertight, watertight and vermin-proof and shall be kept in sound condition.
- P. **Address identification.** All buildings, whether new or existing, with an assigned address shall display the address in a manner to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background and shall not be obstructed by trees, shrubs or anything that would tend to hide or obscure the numbers.

## **CHAPTER 16.25 UNSAFE/DILAPIDATED STRUCTURES AND EQUIPMENT**

### **16.25.010 General**

Buildings, structures or equipment that are or hereafter become so deteriorated, damaged, dilapidated, or in need of repair so as to present a threat to the health, safety and welfare of the community constitute a nuisance and shall be abated by repair, rehabilitation or demolition as provided in this Title or other applicable law, code, ordinance or regulation.

### **16.25.020 Unsafe structures**

It is unlawful to maintain an unsafe structure that is found to be dangerous to life, health or property by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment, or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

### **16.25.030 Unsafe equipment**

It is unlawful to maintain unsafe equipment that includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health or property.

### **16.25.040 Structures unfit for human occupancy**

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Title, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

### **16.25.050 Unsecured vacant buildings or structures**

Unsecured vacant buildings or structures are unlawful and are prohibited by this chapter. The following requirements shall apply to all vacant and unsecured buildings or structures, regardless of whether the building or structure is surrounded in whole or in part by a fence or wall or not.

- A. **Duty to clean, secure and prohibit trespass.** The owner or responsible person of a vacant building or structure shall remove any accumulation of weeds, combustible waste, or refuse from the interior of a building or structure and the surrounding yards; and shall secure all doors, windows and other openings to prevent unauthorized entry. No vacant building or structure shall be allowed to be used for storage. The owner or responsible person shall post both the structure and premises with signs to provide conspicuous and reasonable notice prohibiting entry (i.e., "No Trespassing" signs).
- B. **Reinspection of secured buildings and structures.** The code official shall periodically reinspect a building or structure that was cleaned or secured pursuant to an administrative or judicial order to ensure continued compliance with the order and this Title. The code official may assess a reinspection fee for actual costs of each inspection in those instances where the building or structure is again found to be vacant and unsecured or in need of debris or weed removal.
- C. **Abatement of unsecured vacant buildings or structures.** When ordered abated, an unsecured vacant building or structure shall be cleaned and secured as follows:
  - 1. All accumulated refuse or stored materials that poses a fire, safety or health hazard within or upon the property or premises shall be removed; and
  - 2. All unsecured doorway, windows, or exterior openings shall be barricaded in accordance with standards established by the code official, which shall be kept on file with the Town Clerk, and in accordance with 16.20.030D of this Title.
  - 3. Both the structure and the exterior premises shall be posted with signs that provide reasonable notice prohibiting entry (i.e. "No Trespassing" signs).

#### 16.25.060 Closing of vacant buildings or structures

If a building or structure is vacant and determined to be unfit for human habitation or occupancy, but is not in danger of structural collapse, the code official is authorized to post a placard and/or condemnation on the premises and to order the structure be closed up as to not be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the costs thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any available legal resource.

- A. **Notice.** Whenever the code official has condemned a building, structure or equipment under the provisions of this Section, notice shall be provided in accordance to Section 16.50.060 of this Title.
- B. **Placarding.** Upon failure of the owner or responsible person to comply with the notice provisions within the given time, the code official shall post on the premises, building, structure or on defective equipment a placard bearing the words "CONDEMNED" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.
- C. **Placard removal.** The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. It is unlawful for any person, other than a code official, to remove the condemnation placard.

- D. **Prohibited occupancy.** Any occupied building or structure condemned and placarded by the code official shall be vacated as ordered by the code official. It shall be unlawful for any person to occupy a placarded building or structure. Any person who shall occupy a placarded building or structure or who shall let anyone occupy a placarded building or structure or operate placarded equipment shall be subject to the citations and/or penalties as provided for in Section 16.50.090 of this Title.

#### 16.25.070 Emergency measures

- A. **Imminent danger.** When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupancy of the structure, or when there is actual or potential danger to the building occupants or those in close proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice to read as follows: **"THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY ORDER OF THE CODE OFFICIAL."** It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same structure.
- B. **Temporary safeguards.** Whenever in the opinion of the code official there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe and shall cause such other action to be taken as the code official deems necessary to meet such emergency.
- C. **Closing streets.** When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close sidewalks, streets, public ways and places adjacent to unsafe structures and prohibit the same from being utilized.
- D. **Emergency repairs.** For the purpose of this Section, the code official shall employ the necessary labor and materials to perform the required repair work as expeditiously as possible.
- E. **Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the Huachuca City Magistrate be afforded a hearing pursuant to provisions of the Magistrate Court.

### **16.25.080 Demolition**

The code official shall order the owner of any premises upon which is located any building or structure, which in the code official's judgement is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the building or structure, to demolish and remove such building or structure; or if such building or structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any building or structure for a period of more than two (2) years, to demolish and remove such building or structure.

## **CHAPTER 16.30 GRAFFITI PREVENTION, PROHIBITION AND REMOVAL**

Graffiti is considered to be obnoxious, contributes to neighborhood deterioration, provides a communication system for gangs and other vandals, damages property, and constitutes a public nuisance and must be abated immediately to avoid the detrimental impact of such graffiti on the Town and its residents, to disrupt the communication system for gangs and other vandals, and prevent the further spread of graffiti.

### **16.30.010 Purpose and intent**

It is the purpose and intent of this Chapter to provide a procedure for the prevention and removal of graffiti from walls, buildings, structures or surfaces on public and private property in order to reduce blight and deterioration within the Town and to protect the public health and safety.

### **16.30.020 Graffiti prohibited**

No person who owns or is in control of any real property within the Town shall maintain, permit or allow graffiti to remain on any sidewalk, building, sign, fence, wall or any other structures or surfaces where the graffiti is visible from the street or other public or private property. Doing so is a Class 1 Misdemeanor.

### **16.30.030 Notice of violation**

If it is determined by the Town that graffiti exists on a property in violation of this Chapter, the Town shall, in writing, notify the owner of the property or responsible person through the issuance of a notice of violation providing a maximum of ten (10) days to abate the graffiti, which notice may be served by certified mail, personal service, or by posting the subject property and publishing the notice in a local newspaper. The Town Police Department shall assist in the enforcement of this Section and may use the Arizona traffic ticket complaint form in lieu of a written notice of violation. Failure to comply is a Class 1 Misdemeanor.

#### **16.30.040 Notice of violation – contents**

The notice of violation shall include the following:

- A. Identify the property in violation.
- B. Shall generally describe the location of the graffiti
- C. Direct that the graffiti shall be abated within a stated time period, not to exceed ten (10) days of receipt of the notice.
- D. State that in the event the owner or responsible person fails to abate the graffiti within the time period specified in the notice of violation, the Town shall abate the graffiti and bill the owner or responsible person for the costs thereof.

#### **16.30.050 Town abatement**

In the event the owner or responsible person fails to abate the graffiti as required by the notice of violation, the Town or its authorized representative is expressly authorized to enter private property only after going through the Police Department and abate graffiti thereon and bill the owner or responsible person for the costs thereof. In the event the bill is not paid, a statement of the account shall be certified to the Town Manager, who shall collect the same due, together with interest at the rate established by law.

### **CHAPTER 16.35 SLUM PROPERTY**

#### **16.35.010 Slum property designation**

- A. If after an inspection, the code official finds that a residential property meets the definition of slum property as outlined in this Title and the Arizona State Statutes, the code official or designee may designate the property a slum property.
- B. Written notice shall be given to the owner or owner's statutory agent that such property has been designated a slum property and shall set forth:
  - 1. The identification of the land where the violation(s) is located, by the street address, if known, and by book, map and parcel number.
  - 2. A statement of the violation(s) in sufficient detail to allow a reasonable person to identify and correct the violation(s).
  - 3. Except for an imminent hazard to life, health or public safety, requiring emergency abatement, the owner shall be given thirty (30) days from service of the notice of designation of slum property to correct the violation(s).
  - 4. The name and phone number of the code official who sent the notice.
  - 5. An explanation that the residential rental property is subject to State statutes, including the appointment of a temporary receiver, annual inspections and payment of inspection costs and penalties.
  - 6. An explanation of the appeal process and specify the date by which any appeal must be filed.

- C. The failure to timely appeal the designation of slum property as slum property shall be deemed an admission that the property is slum property.
- D. If the violation(s) in the notice of designation of slum property is corrected within thirty (30) days from the service of the notice, the Town shall withdraw the designation of slum property. If the violation(s) in the notice of designation of slum property is not corrected within thirty (30) days, the Town may then record a notice of designation of slum property in the Cochise County Recorder's Office.

#### **16.35.020 Service of notice to designate slum property**

- A. The notice to designate slum property shall be served by any of the following methods:
  - 1. By hand delivering a copy of the notice to the owner or owner's statutory agent; or
  - 2. By mailing a copy of the notice to the owner at the last known address or at the address to which the tax bill for the land was last mailed; or
  - 3. By mailing a copy of the notice to the owner's statutory agent.
- B. The notice to designate slum property is deemed served on the date it is hand delivered or, if mailed, on the date it is deposited in the United States mail.

#### **16.35.030 Slum designation appeal**

Within ten (10) working days from the date of the notice of slum designation, the property owner of property designated to be slum property may file with the Town Clerk a written appeal to the Board of Adjustment from such designation. The failure to timely appeal the designation of slum property as slum property shall be deemed an admission that the property is slum property.

- A. The appeal shall clearly show the street address (if known) and the parcel identification number of the property, the date of the notice of slum property designation was issued and the reason for the appeal.
- B. The Board of Adjustment shall, at its next regularly scheduled meeting after receiving the appeal, but no later than sixty (60) days, hear and determine the same and the decision of the Board of Adjustment shall be final.
- C. If no appeal is taken or if the Board of Adjustment affirms the designation of the property as a slum property, the Town may proceed with all inspections and enforcement, charges and other remedies provided by law for slum properties.

#### **16.35.040 Remedies**

- A. If the violations outlined in the notice of designation of slum property is corrected within thirty (30) days from the service of the notice, the Town shall withdraw the designation of slum property.
- B. If the violations are not corrected, the Town may then record a notice of designation of slum property with the Cochise County Recorder's office. A recorded notice shall run with the land. Failure to record a notice shall not affect the validity of the notice as to the persons who receive the notice.

- C. In addition to other remedies provided in this Title for the abatement of slum property, the code official is authorized to seek the appointment of a temporary receiver and recover costs associated with such appointment including the filing of liens as provided by law.
- D. In addition to any other remedy providing for recovery of costs either by law or otherwise specified by this Title or elsewhere in the Huachuca City Municipal Code, the code official is authorized to file costs as provided by law associated with inspections of slum properties in accordance with A.R.S. §33-1904 or its successor sections in the Cochise County Recorder's office and upon such filing such costs shall be a lien on the property.

## **CHAPTER 16.40 PUBLIC NUISANCE**

### **16.40.010 Public nuisance designated**

Anything which is injurious to health, safety or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by a considerable number of persons, or which unlawfully obstructs the free passage or use, in the customary manner, of any stream, public park, square, street, alley, public easement or highway, is designated a public nuisance, and is no less a nuisance because the extent of the annoyance or damage inflicted is unequal. In addition, any violation of this Title that is continuous with respect to time is a public nuisance.

### **16.40.020 Nuisance prohibited**

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance as defined in this Chapter and Chapter 16.10.

### **16.40.030 Buildings and structures constituting a nuisance**

All buildings and structures are to be maintained so as not to pose a threat to the health and safety of any person or persons. The condition of a building or structure that meets any one (1) or more of the following conditions is considered a public nuisance, is a violation of this Chapter, and subjects the building or structure to abatement as provided in Section 16.50.100 of this Title, including demolition as provided in Section 16.50.100 (F):

- A. The building or structure is vacant and unsecured, regardless whether the building or structure is surrounded in whole or in part by a fence or wall or not.
- B. The building or structure lacks safe and adequate means of exit in case of fire or panic.
- C. The stress in any materials, member or portion thereof, due to all dead and live loads is more than one and one-half (1 ½) times the working stress or stresses allowed in the building code for new buildings of similar structure, purpose or location.

- D. The building, structure or any portion thereof has been damaged by fire, earthquake, wind, flood or any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before the damage and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location.
- E. The building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children or a harbor for trespassers or persons committing unlawful acts.
- F. The building, structure, or any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to partially or completely collapse and thereby injure person's or damage property.
- G. Any portion of a building or structure, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half (  $\frac{1}{2}$  ) of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.
- H. Any portion of a building or structure that has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
- I. The walls or other vertical structural members of the building or structure list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- J. The building or structure, excluding the foundation, has thirty-three (33) percent or more damage or deterioration to the supporting member or members or structural assembly, or fifty (50) percent damage or deterioration to the non-supporting members, enclosing or outside walls or coverings.
- K. The building or structure is infested by rodents, insects or other noxious pests, rendering it uninhabitable.
- L. The building or structure exhibits conditions that present actual or imminent hazards or dangers or is otherwise unsafe for the purpose for which it is being used.
- M. The building or structure, whether erected in accordance with any applicable laws or not, has any non-supporting part, member or portion less than fifty (50) percent, or in any supporting part, member or portion less than sixty-six (66) percent of the following:
  - 1. Strength,
  - 2. Fire-resisting qualities or characteristics, or
  - 3. Weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

- N. A dwelling is unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- O. The building or structure, because of obsolescence, dilapidated condition, damage, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause.
- P. The building or structure has been found upon reinspection, to be vacant and unsecured, and either
  - 1. The code official has issued at least one (1) previous abatement order to secure within the preceding twelve (12) months, or more than three (3) abatement orders to secure over any timeframe; or
  - 2. The code official has secured the building or structure on at least one (1) previous occasion within the preceding twelve (12) months, or more than three (3) times over any timeframe.
- Q. A building or structure or portion thereof remains for any period of time on a site after the demolition or destruction of the building or structure, or normal construction of an unfinished or incomplete building or structure has ceased for a period of more than twelve (12) months.
- R. Slum property.

#### **16.40.040 Other conditions constituting a nuisance**

Except as otherwise permitted by law, each of the following conditions is declared to be a nuisance:

- A. Abandoned property and/or structure.
- B. Maintenance of premises, including buildings, so out of harmony or conformity with the maintenance standards of adjacent properties as to cause an attractive nuisance, blight, complaints and substantial diminution of the enjoyment, use or property values of such adjacent properties.
- C. A building, premises or land regularly used in the commission of a crime.
- D. Animal waste that is not securely protected from insects and the elements, or that is kept or handled in violation of the Town Code or the county; provided, that nothing in this subsection shall be deemed to prohibit the normal use of such animal manure for fertilizing lawns or gardens.
- E. Making, causing or permitting to be made any vibration or artificial illumination of such intensity as to interfere substantially and unnecessarily with the use and enjoyment of any public or private property, or as to constitute a hazard or threat to the public health, safety and welfare of the people of the Town. Nothing herein shall be construed so as to prohibit or cause removal of any lighting system that has been approved and installed in accordance with the Town Code or the Arizona Department of Transportation, or which has been approved and installed in accordance with the sign, subdivision or zoning codes of the Town, or where the person responsible for such artificial illumination is utilizing the same at any exhibition, performance, amusement attraction or event authorized or sponsored by the Town. Outdoor lighting shall comply with zoning requirements outlined in Chapter 18.125 Huachuca City Municipal Code.

- F. Willfully or negligently permitting or causing the escape or flow of water into the public right-of-way in such quantity, in the opinion of the Town, as to cause flooding, to impede vehicular or pedestrian traffic, to create a hazardous condition for such traffic, or to cause damage to the public streets or alleys of the Town through the failure or neglect to properly operate or maintain any water facility or device, including, but not limited to, swimming pools, architectural pools, spas, sprinklers, hoses, pipes, ditches, standpipes, berms, valves and gates.
- G. Any commercial or industrial type equipment, to include the following: tractors, backhoes, bulldozers, trenchers, cranes or other similar equipment parked in an area visible to the public for more than 48 hours in any residential district except when the equipment is being used for construction purposes on the site.
- H. Any putrid, unsound or unwholesome bones, meat, hides, skins, or the whole or any part of any dead animal, butcher's trimmings and offal, or any waste vegetable or animal matter in any quantity, garbage, human excreta, sewage or other offensive substances; provided, that nothing contained in this subsection shall prevent the temporary retention of waste in receptacles in the manner approved by the Cochise County health officer or the Town Code.
- I. A dumping ground or other land or building for depositing litter or debris.
- J. Exterior areas used or maintained as junkyards, except any automobile wrecking yard or other junkyards where the use is allowed by the Town zoning regulations.
- K. The erection, continuance or use of any building, room or other place in the Town that, by noxious exhalations or other airborne irritations, including but not limited to smoke, soot, dust, fumes or other gases, offensive odors or other annoyances, is discomforting or offensive or detrimental to the health of individuals or of the public. Refer to definition of smoke outlined in Chapter 16.10 of this Title.
- L. Burning or disposal or refuse, sawdust or other material in such a manner as to cause or permit ashes, sawdust, soot or cinders to be cast upon land or buildings, the sidewalk, streets, alleys, or highways of the Town, or to cause or permit the smoke, ashes, soot or gasses arising from such burning which is discomforting or offensive to a reasonable person of normal sensitivity, or to constitute a potential hazard to public health, safety and welfare; provided, that this subsection shall not apply where the person responsible for the action has properly obtained a fire permit from the Fire Department.
- M. Allowing fumes and residue from spraying applications to enter the property of another without permission.
- N. To leave or permit to remain in an unsecured location outside on any property, or within any unoccupied or abandoned building, dwelling or other structure or in a place accessible to children, any abandoned, unattended or discarded ice box, refrigerator, washer, dryer or other container that has an airtight door or lid, snap lock or other locking device that may not be released from the inside, without first removing such door or lid, snap lock or other locking device from such ice box, refrigerator or container.
- O. An unsecured or abandoned excavation, pit, well or other holes.
- P. Maintaining any privy, vault, cesspool, septic system, sump, pit, accumulated water or like place or thing which is not securely protected from insects or rodents or which is foul, malodorous, or detrimental to the health of the public.
- Q. Any swimming pool, architectural pool or spa that creates a health hazard, is unsecured, harbors insect infestation or presents a deteriorated appearance.

- R. The use, on public or private property, of any form of motor vehicle, motorcycle, mini-bike, dune buggy, motor scooter or other recreational vehicle or conveyance which produces offensive noise or airborne dust sufficient to cause discomfort or annoyance to a reasonable person of normal sensitivity.
- S. Any material growing within or along a public or private right-of-way, alley, access drive, fire lane or utility easement, which by reason of its size, manner of growth or location, constitutes an obstruction, impairs visibility or otherwise endangers any person, improvement or structure.
- T. Plant growth or any other condition that constitutes a fire hazard or encourages infestation of noxious pests.
- U. Any sign, cornice, parapet wall, mechanical screen or fence which has become deteriorated or so unstable that it constitutes a hazard to passers-by.
- V. Any material, structure, fabrication or vehicle placed on, in or near any public or private right-of-way, alley, sidewalk, access drive, fire lane or easement which prevents the free and unimpeded use thereof shall be considered a public nuisance.
- W. Graffiti.
- X. Excessive heat extending beyond property lines.

## **CHAPTER 16.45 ADDITIONAL VIOLATIONS**

### **16.45.010 Additional violations**

- A. No person shall create, maintain or permit a public nuisance as defined in Chapter 16.10 and enumerated in Chapter 16.40 of this Title.
- B. No person shall create, maintain, permit or assist any violation of this Title, or fail to perform any act or duty required by this Title.
- C. No person shall interfere or attempt to interfere with a Town Official investigating or abating a violation of this Title.
- D. No person shall knowingly make a false statement or knowingly mislead a Town Official investigating or abating a violation of this Title.

### **16.45.020 Each day a separate violation**

Each day any violation of any provision of this Title or the failure to perform any act or duty required by this Title continues shall constitute a separate offense upon being cited.

## **CHAPTER 16.50 ADMINISTRATION, ENFORCEMENT AND APPEALS**

### **16.50.010 Authority to enforce**

- A. The code official, as defined in Chapter 16.10 may enforce the provisions of this Title by any one (1) or more lawful means, including but not limited to, voluntary compliance, administrative and civil consent orders, civil enforcement, including injunctive action, criminal enforcement, abatement by administrative procedure, emergency abatement and designation of slum property. The Town may also require restitution. One (1) type of enforcement neither limits nor precludes the Town from pursuing any other type of enforcement.
- B. The code official is authorized to make safe any structure, in whole or part, which in the opinion of the code official, is an imminent threat to the health or safety of any person or persons due to the conditions of such structure. Such work shall be limited to the minimum work necessary to remove the hazard or secure the hazard through boarding or fencing.
- C. When vegetation extends into a street, alley, or public right-of-way in such a manner that it interferes with the free and safe use of the street, alley, or right-of-way, the Town may immediately trim and cut such vegetation as necessary to remove such interference without notice to the property owner and without following the abatement procedures set forth in this code. In addition, the Town may immediately remove any structure or sign from any street or public place. Costs of such removal may be billed to the property owner for reimbursement.
- D. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the Town who is lawfully engaged in the enforcement or execution of the provisions of this Title.
- E. A violation of this Title is in addition to any other violation of the Huachuca City Municipal Code. The authority of the code official to enforce the provisions of this Title is independent of and in no way limits enforcement of any other violations of the Town Code or of State statutes.

### **16.50.020 Presumptions**

- A. The owner of land, as recorded in the Cochise County Recorder's Office, is presumed to have control over the land and buildings and accessory improvements on the land. If more than one (1) person is recorded as the owner of land, all persons on record are presumed to have joint and several control over the land and buildings and accessory improvements on the land. The occupant residing or operating a business on land or in a building is presumed to have control over the building and land on which it is located. These presumptions shall not prevent the enforcement of this Title against persons other than record owners.

- B. A sign or structure is presumed to be owned by and under the control of:
1. The person whose name, address, email address or phone number appears on it, and/or
  2. The person whose business, product or service appears on it, and/or
  3. The person whose business benefits by it, and/or
  4. The person who owns or controls the land upon which the sign or structure is placed, and/or
  5. The person installed or placed it.
- C. All presumptions are rebuttable.

### **16.50.030 Inspections**

- A. **Right of entry.** The code official is authorized to make inspections of property to determine compliance with this Title; provided however, inspections for buildings not readily accessible to or readily visible to the public shall be conducted in conformance with A.R.S. 9-833. Except in a situation presenting an imminent hazard to life, health or public safety, building interiors and screened land shall be inspected during the normal business hours of the Town, unless otherwise arranged upon the owner's or occupants' consent, or any administrative or court order.
- B. **Correction of violations required.** If upon inspection, it is determined that violations of this Title or State law exist, the owner or responsible person shall be required to correct all violations within a reasonable amount of time. In the event the building, dwelling, or dwelling unit is unoccupied or becomes unoccupied, future occupancy will be prohibited until a compliance letter is issued by the Town.
- C. **Inspection fees.** Except as expressly provided in this Title or elsewhere in the Huachuca City Municipal Code, no fee shall be charged for an initial inspection to determine the existence of a violation of this Title. Any person who neglects, fails or refuses to correct the violation contained within a notice of violation issued pursuant to Section 16.50.060 may be assessed a re-inspection fee for inspections that occur after the compliance date specified in the notice, where such re-inspection demonstrates the failure to comply. The fee for these re-inspections shall be set by resolution or ordinance adopted by the mayor and council. Failure to pay re-inspection fees within fourteen (14) days of assessment is a violation of this section. Re-inspection fees may be collected in any manner as provided by law, including as a lien against the real property where the violation occurred.
- D. **Appeal of re-inspection fee.** A person may appeal the imposition of a re-inspection fee to the code official through an administrative conference in the manner provided in Section 16.50.110 (B). The administrative conference shall be the only administrative appeal of a re-inspection fee, and no appeal may be made to the Board of Adjustments.

## 16.50.040 Warrants

### **A. Issuance – Supporting affidavit.**

1. An inspection warrant for residential rental property may only be issued in accordance with state law.
2. An inspection warrant for all other property may be issued upon a showing that the proposed inspection is reasonable and necessary.
3. An abatement warrant may be issued to allow entry upon private property to abate specific conditions in accordance with an abatement order issued by the court.

### **B. Refusal to permit inspection or abatement prohibited: penalty.** Any person who willfully refuses to permit an inspection or abatement lawfully authorized by warrant issued pursuant to this Chapter is guilty of a misdemeanor.

### **C. Return.** An inspection or abatement warrant must be returned to the judge by whom it was issued within ten (10) working days from its date of execution.

### **D. Execution of inspection or abatement warrants:**

1. **Occupied property.** In executing an inspection or abatement warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property the warrant or a copy thereof upon request. A copy of the warrant shall be left with the occupant or the person in possession.
2. **Unoccupied property.** In executing an inspection warrant or abatement warrant on unoccupied property, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, but may promptly enter the designated property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case, a copy of the inspection or abatement warrant shall be conspicuously posted on the property.

## 16.50.050 Voluntary compliance

The code official may seek voluntary compliance with the provisions of this Title, proactively or reactively, through warnings, letters, notices to comply, compliance orders, or other means designed to achieve compliance in the most efficient and effective manner under the circumstances.

## 16.50.060 Notice of violation

- ### **A. Notification.** If the code official finds a violation of this Title, in the first instance, in any given twelve-month period, other than when the violation presents an imminent hazard to life, health or public safety under Section 16.50.100 (D), the code official may notify the owner or responsible person through the issuance of a notice of violation.

**B. Contents of notice.** A notice of violation issued pursuant to this Title shall include the following information:

1. The identification of the property in violation; street address, legal description or tax parcel identification of the property is sufficient identification of the property;
2. A statement of the violation(s) in sufficient detail to allow the owner, occupant or responsible person to identify and correct the violation(s);
3. A statement of the actions required to correct and abate the violation(s). The statement of required action shall direct the owner, occupant or responsible person to perform whatever action is reasonably necessary to correct the violation(s), including cleanup, extermination, repair, rehabilitation, vacation of the building or structure, compliance with Chapter 16.35, and/or demolition;
  - a. If the action required is a repair, the notice shall direct that all required permits be secured for the repair, and that the repair work shall be commenced and completed within a such time, not to exceed sixty (60) days, as the code official determines is reasonable under the circumstances;
  - b. If the action required includes the vacation of a building or structure, the notice shall direct that the building or structure be vacated within a certain time as the code official determines is reasonable under the circumstances;
  - c. If the action required includes demolition and removal of a building or structure, the notice shall direct that the building or structure be vacated within a certain time as the code official determines is reasonable under the circumstances; that all permits required for the demolition be secured within sixty (60) days from the date of the notice; and that the demolition and removal be completed within a certain time as the code official determines is reasonable under the circumstances;
  - d. If the action required is the abatement of a hazardous excavation, the notice shall direct any or all the following actions be completed within a certain time as determined to be reasonable by the code official;
    - i. Securing the excavation by surrounding either the excavation or the property with a fence or other enclosure that is at least five (5) feet in height at all points;
    - ii. Securing the excavation by completely covering the excavation in a manner that prevents any access to the excavation and eliminates any hazard or attractive nuisance;
    - iii. Completely filling the excavation with clean fill.
4. The stated compliance date shall be a reasonable time period as determined by the code official.
5. The name and phone number of the code official;
6. The criminal or civil penalties for failing to correct the violation;
7. A statement describing the Town's authority to abate the violation(s) should the owner or responsible person not correct the violation(s) within the time specified in the notice, and to assess a lien against the property for the costs of abatement; and

8. A statement advising that any person having legal interest in the property may appeal from the notice in the manner specified in this Title; and that failure to appeal will constitute a waiver of all rights to an administrative determination and hearing of the matter.
- C. **Cost to abate.** In order for the Town to assess the property for the costs of abatement as provided in Section 16.50.100B, the notice shall be given not less than thirty (30) days before the day set for compliance and shall include the estimated cost of such abatement to the Town if the owner or responsible person does not comply.
- D. **Service of notice.** The notice shall be served upon the record owner and/or the responsible person in the manner describe in subsection (E) of this section. In addition, the notice shall be served on the holder of any legal interest in the property, if known to the code official, and in cases involving an order to vacate, upon any lawful tenant. Any failure to serve any person holding legal interest in the property shall not invalidate any proceedings as to any other person duly served and shall not relieve any such person from any obligation imposed by this Title.
- E. **Method of service.** Notices given under this Title shall be deemed effective:
  1. On the date when written notice is hand delivered or on the date when written notice is mailed by first class mail, addressed to the property owner or responsible person, except any notice that includes an order to vacate or an order to abate by demolition. Any notice served by first class mail shall be mailed to the last known address of the owner, the owner's authorized agent or the owner's statutory agent and to the address to which the tax bill for the property was last mailed.
  2. On the date when written notice is hand delivered or mailed by certified mail return receipt requested, addressed to the property owner or responsible person for any order to vacate or abate by demolition.
  3. Upon notification through one-time public notice published in a newspaper of general circulation and by posting on the property for a period of thirty (30) days, if personal service or mailed service is not practicable.
- F. **Additional notice; notice not required.** Nothing herein shall preclude the Town from giving additional verbal or written notice at its discretion, but it is not obligated to notify the same person as to a second (or additional) violation(s) which has been the subject of a notice to comply within the previous twelve-month period. If the Town does elect to give any additional notice in any instance, it shall not thereby become obligated to give such additional notice thereafter in the same or other situations.

- G. **Recording a violation.** If there is not compliance with a notice of violation within the time specified in the notice, and no appeal has been properly and timely filed, the code official may record a notice of violation with the office of the Cochise County Recorder. A recorded notice of violation shall describe the property and the violations and shall certify that the owner has been notified. A recorded notice of violation shall run with the land and shall constitute notice, for all purposes of this Title, to all persons or entities thereafter acquiring an interest in the property. Whenever the required corrections ordered thereafter have been completed or the building demolished so that the violations described in the notice have been abated, the code official shall file a new certificate with the Cochise County Recorder certifying that all required corrections have been made and that the property is no longer in violation of this Title. Failure to record a notice of violation shall not affect the validity of the notice as to persons who receive the notice.
- H. **Civil or criminal violation proceedings.** Unless otherwise specifically provided, nothing in this section shall require the issuance of a notice of violation prior to the commencement of civil or criminal violation proceedings.

#### 16.50.070 Transfer of property after notice

- A. **Responsibility upon transfer of property.** The transfer of any and all property interests in any manner, including but not limited to the sale, trade, lease, gift or assignment of any real property, against which a notice of violation has been issued shall not relieve the party(s) served with a notice unless the legal entity assuming an ownership interest in such property, in writing, assumes responsibility for compliance with the notice of violation and a copy of such writing is presented to the code official.
- B. **Fraudulent transfer as a misdemeanor.** Any person who has been served with a notice of violation and who then transfers an ownership interest in the real property against which the notice has been served is guilty of a misdemeanor if the transfer is made without first obtaining a written acceptance of liability from the new owner for the items listed in the notice.

#### 16.50.80 Administrative consent orders, civil and criminal complaints

- A. **Administrative consent orders.** The Town may enter into a written administrative consent order, signed by the Town Manager or code official, with a person accused of violating this Title. The administrative consent order may be enforced as a contract is enforced or by any other lawful means.
- B. **Civil complaints.** The Town Manager or designee, building official, code official, Town attorney and Huachuca City police officers may bring civil complaints under this Title.
1. The complaint shall include a written description and statutory designation of the violation(s).
  2. The Town shall attempt to hand deliver the civil citation to the person accused of violating this Title. If the Town is unable to hand deliver the civil citation, the Town may serve it by certified or registered mail, return receipt requested, or by any means allowed by the Arizona Rules of Civil procedure. If the Town sends a citation via certified or registered mail, an additional copy must also be sent by regular mail.

3. The citation is deemed served on the date it is hand delivered or, if mailed, on the date it is deposited in the United States Mail.
- C. Civil complaints court appearance or failure to appear.**
1. On or before the date specified in the complaint, the defendant shall appear in Municipal Court in person or through an attorney. The defendant shall admit or deny the allegations in the complaint. If the defendant admits the allegations, the court shall enter judgement against the defendant, impose the civil penalties set forth in Section 16.50.090 of this Chapter, require restitution and require the defendant to correct the violation(s). If the defendant denies the allegations, the court shall set the matter for hearing.
  2. If a defendant service with a complaint fails to appear on or before the date specified in the complaint, the court shall enter judgement against the defendant and impose the civil penalties set forth in Section 16.50.090 of this Chapter, require restitution and require the defendant to correct the violation(s).
- D. Criminal complaints.** A Huachuca City police officer, or the Town attorney may bring criminal complaints under this Title.

#### **16.50.090 Violations and penalties**

Unless a penalty, remedy or sanction is otherwise specified in this Title, the penalty for a violation of this Title shall be as follows:

- A. The remedies herein are cumulative, and the Town may proceed under one (1) or more such remedies.
- B. Violations of this Title may be prosecuted pursuant to the provisions of this Section.
- C. Each day any violation of any provision of this Title or the failure to perform any act or duty required by this Title exists shall constitute a separate violation or offense.
- D. In addition to the various removal, abatement and cost recovery provisions contained throughout this Title, as well as any other remedies allowed at law, citations for civil and criminal violations of this Title may be filed in the Huachuca City Magistrate Court by the Police Department or the Town Attorney against any owner or responsible person who commits, causes, permits, facilitates or aids or abets any violation of any provision of this Title or who fails to perform any act or duty required by this Title.
- E. Penalties for Title 16 violations may be civil or criminal.
  1. If the violation(s) concerns property used for residential purposes, the fine for a defendant's first citation under this Title shall be fifty dollars (\$50) per violation. The fine for a defendant's second violation under this Title shall be one hundred dollars (\$100) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

2. If the violation(s) concerns property used for non-residential purposes, the fine for a defendant's first citation under this Title shall be two hundred fifty dollars (\$250) per violation. The fine for a defendant's second violation under this Title shall be five hundred dollars (\$500) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.
- F. In addition to the penalties of Subsection E above, the court shall impose restitution as part of its sentence, to compensate the Town for its costs to enforce this Title and bring a building or land into compliance with this Title. Restitution shall include all costs of abatement, including inspection fees, and prosecution of the case.
  - G. Any continuing violation of this Title constitutes a public nuisance that may be abated by the Town. Imposition of a fine or penalty assessment shall not relieve the owner or responsible person of the responsibility of abatement of the violation(s) or excuse him/her from liability for any and all costs incurred by the Town for abatement.
  - H. In addition to any other abatement procedure provided in this Title, the Town attorney or prosecutor may petition the municipal court for an order permitting the Town to abate any condition that constitutes a violation of this Title. The court shall conduct an informal hearing after written notice, served by personal service or certified mail, to the owner as recorded in the office of the Cochise County Recorder, and any responsible person. The rules of evidence shall not apply to the informal hearing. Each party shall have an opportunity to be heard and present evidence at the hearing. Any failure to appear after notice of the hearing may be deemed a waiver by that party to submit evidence or to be heard. The court's determination on whether a condition or violation of this Title exists shall be based on a preponderance of the evidence. Upon finding that abatement is appropriate the court may order the Town to take any action reasonably necessary to abate the condition that constitutes a violation. The reasonable costs of any abatement permitted by the court order are the responsibility of the owner and may be collected as provided by law.

#### **16.50.100 Abatement**

##### **A. Court ordered abatement.**

1. Upon finding a person guilty or responsible for a violation of any provision of this Title, the court shall order such person to perform whatever action is reasonably necessary to correct and abate the violations, including cleanup, board-up, extermination, repair, rehabilitation, vacation of the building or structure, permanently securing or filling the excavation and/or demolition. If more than one (1) person is guilty or responsible for a violation, such persons shall be jointly and severally responsible for completing the abatement.

2. When the court orders abatement pursuant to this Section, the court shall advise a violator that additional fines will be imposed for failure to abate a violation, and that the Town may bring criminal charges for failure to obey an order to abate a violation.

**B. Abatement by the Town**

1. In addition to ordering abatement of a violation as provided in Subsection A above, upon finding a person guilty or responsible for a violation of any provision of this Title, the court may issue an order authorizing the Town to perform whatever action is reasonably necessary to correct and abate the violation, including cleanup, board-up, extermination, repair, rehabilitation, vacation of the building or structure, disconnection of utilities, permanently securing or filling an excavation, and/or demolition. Town personnel can perform the abatement work or hire appropriate persons or companies to perform such work.
  - a. The reasonable costs of any such abatement shall be the responsibility of the person found guilty or responsible of the violation. If more than one (1) person is guilty or responsible for a violation, such persons shall be jointly and severally responsible for the costs of the abatement.
  - b. The Town shall pay the cost and expense of such abatement from any appropriation made available for that purpose and shall prepare a statement of cost, plus five (5) percent incidental cost of abating the violation. The statement shall be mailed to the owner, the owner's statutory agent or other responsible party.
  - c. The statement of cost shall specify the date the payment is due to the Town.
  - d. If payment is not made by the date specified in the statement of cost, the Town shall place a lien on the land in the amount of the statement.
2. The Town may make the costs of an abatement an assessment on the property that is the subject of the violation where all the following are true:
  - a. The case was initiated by the service of a notice of violation pursuant to Section 16.50.60 of this Title;
  - b. The owner or responsible person failed to comply with such notice within the specified timeframe; and
  - c. The notice included the estimated cost of such abatement to the Town if the owner or responsible person did not comply.
3. Upon commencement of action on the property or after mailing the statement of account to the owner or responsible person, the Town shall assess the property for the cost of work performed, including actual costs of any additional inspection and other incidental connected costs, and for associated legal costs for abatement or injunction and may pursue any or all means for recovery of cost if the assessment is not paid. If the assessment is paid, the Town shall remove the assessment.
4. Prior assessment or assessments for the purposes provided for in this Title shall not be a bar to subsequent assessment or assessments and any number of liens or assessments on the same parcel may be enforced in the same action.

5. An assessment made pursuant to this section is prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.
6. Any liens or assessments filed with the Cochise County Recorder pursuant to previous provisions of this chapter or any similar chapter shall remain in effect under the same terms and conditions that existed at the time of recording.
7. If the code official observes a violation(s) of Section 16.15.020 (A), (B), (C), (D) or Sections 16.15.030 (A), (B), (C), (D), (E) and serves a written notice of violation(s) pursuant to Chapter 16.50.060 and the violation(s) has not been completely abated within the timeframe specified, then the violation is presumed to constitute a health or fire hazard or a public nuisance. The Town may then go upon the property and abate the violation(s), assess the owner, occupant or responsible party the cost of the abatement, and record a lien on the land for assessment. Town personnel can perform the abatement work or hire appropriate persons or companies to perform such work.
  - a. Following abatement, the Town shall prepare a statement of the cost of abating the violation(s) of this Title, plus five (5) percent incidental cost of abating the violation.
  - b. The statement shall be mailed to the owner, the owner's statutory agent or other responsible party at the address used to service the notice of violation. If more than one (1) person is responsible for the violation(s), such persons shall be jointly and severally responsible for the payment of the costs or expenses of the abatement.
  - c. The payment may be in addition to any civil or criminal penalty imposed pursuant to this Town Code.
  - d. The statement shall set forth:
    - i. The statement of cost is an assessment upon the land from which the Town abated the violation(s).
    - ii. The payment of the statement of cost shall be made by the date specified in the statement of cost.
    - iii. If payment is not made by the date specified in the statement of cost, the Town shall place a lien on the land in the amount of the statement.
    - iv. The appeal procedures, if any.

C. **Temporary abatement.** If it is determined that a nuisance as provided in Section 16.40.030 is a hazard to the public safety and health, the code official may declare such building or structure a hazard. After notice is communicated to any owner of record or responsible person to secure the structure and the owner does not secure the building or structure to Town specifications, the hazard may be summarily abated by the Town through boarding. The Town may also post both the building, structure and exterior premises with signs to provide reasonable notice prohibiting entry (i.e., "No Trespassing" signs). Any and all charges and costs arising from the Town taken action to secure the structure shall be charged to the owner or responsible property. If unpaid, the charges and costs shall be a lien against the real property containing such structure.

**D. Emergency Abatement.** Notwithstanding any other provision of this Title if, in the opinion of the code official, the conditions at a property constitute an imminent hazard, the code official may order immediate abatement of the hazard without notice. Such abatement of the imminent hazard shall be limited to the minimum work necessary to remove the hazard and may include disconnection of utilities.

1. The Town shall pay the cost and expense of such abatement from any appropriation made available for that purpose.
2. A lien shall be recorded with the Cochise County Recorder's Office and shall address the same costs and procedures identified in Subsect (B) above Abatement by the Town.
3. Whenever the code office find that any building or structure contains an imminent hazard or health hazard, the code official may declare such building or structure unfit for human occupancy and order it to be vacated or to remain vacant. A structure declared unfit for human occupancy and ordered vacated or to remain vacant under the provisions of this Title shall not be leased, rented or occupied and the utilities cannot be reconnected until it has been inspected and deemed fit for occupancy by the Town. The Town shall reinspect, for the purpose of re-occupancy, within three (3) business days of the receipt of a written request by the owner.
4. Fire department suppression forces are responsible for emergency operations related to fire conditions. In any case involving fire conditions at a building or structure, fire suppression forces shall be responsible for fire suppression and structure control until such time as the fire is fully extinguished. After the fire conditions are fully extinguished, and after any necessary fire cause investigation, fire suppression forces shall transfer control and responsibility for the building or structure to the building official or other appropriate code official. After this transfer, all subsequent enforcement actions, such as securing the structure, restoring utilities, or ordering demolition, as well as all follow up actions such as cost recovery, shall be the responsibility of the building official or code official. After the transfer of responsibility fire cause investigators shall retain authority over and responsibility for investigation of the fire causation.

**E. Structures posted as dangerous.** Whenever the code official has determined that a building or structure is unfit for occupancy and orders the building or structure to be vacated, the code official shall post a written notice at or upon each exit of the building or structure. The notice shall be in substantially the following form:

DO NOT ENTER. UNSAFE TO OCCUPY

It is unlawful to occupy this building or structure, or to remove or deface this notice.

**F. Abatement by demolition.** Abatement by demolition shall be ordered only where repair of the structure is unreasonable or impracticable, and demolition and removal of a structure or building is necessary to correct and abate a violation. Any action involving the demolition of a building or structure shall be commenced by issuing a notice of violation to the Owner and any responsible person in accordance with the provisions of Section 16.50.060.

## **16.50.110 Administrative appeal**

- A. Availability of administrative appeal.** The provisions of this Section, which permit administrative review of a notice of violation, only apply to: 1) Violations of Chapter 16.20 Building Maintenance Standards; 2) Violations of Chapter 16.25 Unsafe Structures and Equipment; 3) Designations of slum properties pursuant to Chapter 13.35; 4) Imposition of a re-inspection fee for the failure to comply with a notice of violation; 5) Violations of this Title wherein the Town seeks the recovery of costs through the imposition of an assessment as provided in Sections 16.50.100(B). No administrative appeal is available in a case involving a pending or adjudicated court proceeding.
- B. Administrative conference.** An appeal shall be made to the code official in the following manner:
1. The applicant shall file a written appeal on the form provided by the code official and accompanied by a non-refundable fee, as determined by separate ordinance, within ten (10) days after the date of service of the notice.
  2. The appeal will be heard by the code official within ten (10) days at a regular, specified time.
  3. The code official may use a hearing committee consisting of such staff as the code official deems appropriate or other technical persons to advise the code official on an administrative appeal.
  4. The applicant shall provide adequate information to fully describe the conditions in question.
  5. The applicant may, but is not required to, meet personally with the code official.
  6. If the code official denies an appeal made under this section, the applicant must comply with the decision of the code official or may appeal to the Board of Adjustment according to sub-section D below.
  7. Failure to file an appeal in accordance with the provisions of this Section constitutes a waiver of the right to an administrative conference. Additionally, any person who appeals directly to the Board of Adjustment, pursuant to sub-section D below waives the right to an administrative conference.
- C. Modifications.** The code official may grant a minor variance to the provisions specified in this Title when there exists an unusual or unreasonable hardship resulting from a literal interpretation of this chapter. The code official shall first find that a special individual hardship makes the strict application of this chapter impractical, and the variance is in conformity with the intent and purpose of this Title, and that the variance does not lessen health, life safety and fire safety requirements or any degree of structural integrity. The details of actions granting variances shall be recorded and maintained by the code official.
- D. Appeals to the board of adjustment.**
1. An owner or responsible person who is not or was not a party to a pending or adjudicated court proceeding involving a request for court ordered abatement of the violation (hereinafter, the appellant) may appeal a notice of violation or slum designation to the board of adjustment (hereinafter, the board), when it is claimed that:

- a. Substantive errors exist in the notice of violation or the slum designation.
  - b. The method or schedule for correcting the violation as set forth in the notice of violation or the slum designation is unreasonable or arbitrary.
2. An owner or responsible person whose relationship with the property existed at the time of the recording of an assessment, and who is not or was not a party to a court proceeding which has established or may establish the amount of an assessment, may appeal the amount of the assessment for abatement to the board.
3. The appellant shall prepare the appeal in a written application as follows:
  - a. The appellant shall file a written appeal on the forms provided by the code official and accompanied by a non-refundable fee, as determined by separate ordinance.
  - b. The appellant shall provide adequate information to fully describe the conditions in question.
  - c. The application for appeal shall contain each appellant's signature and mailing address to which the decision of the board may be mailed.
  - d. The appellant shall provide a brief statement describing the legal interest of each of the appellants in the property involved in the proceeding.
  - e. The appellant shall verify by declaration under penalty of perjury the truth of the matters stated in the application
  - f. The appeal shall be filed within thirty (30) days from the date of the service of the notice of violation or notice of designation as a slum property; provided, however, that if the building or structure is in such condition as to make it an imminent hazard and is posted and vacated in accordance with Section 16.50.100 (D) of this Title, an appeal shall be filed within ten (10) days from the date of the service of such notice.
4. Except for vacation orders made pursuant to Section 16.50.100 (D), the timely filing of an appeal shall act as an automatic stay of enforcement of the notice of violation until the appeal is finally determined by the board. The filing of an appeal does not stay enforcement of any notice or order, or any provision thereof, where the notice or order includes an order to vacate.
5. As soon as practicable after receiving the written appeal, the board shall fix a date, time and place for the hearing of the appeal. Such date shall not be less than ten (10) days nor more than sixty (60) days from the date the appeal was filed. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing to each appellant, either by causing a copy of the notice to be delivered personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal application.
6. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of the right to an administrative hearing of the appeal and adjudication of the notice of violation or notice of designation as a slum, and such person shall be stopped to deny the validity of any order or action of the Town which could have been timely appealed.

7. The board shall decide any appeal immediately after the hearing, or within a reasonable time thereafter, but in no event shall the board keep an appeal under consideration for more than five (5) days after the hearing. The board shall render its decision in writing, and the decision of the board shall be filed with the Town Clerk, with a copy to the appellant or applicant.
8. The decision of the board is final. No further appeal is available to Town or County boards or officials. In cases involving the designation of a property as a slum, persons aggrieved by decisions of the board may appeal the decision pursuant to A.R.S. Tit. 12, Ch. 7 Art.6 or pursuant to successor provisions relating to judicial review of administrative decisions. In all other cases, persons aggrieved by decisions of the board may apply to superior court for relief in accordance with the Arizona Rules of Procedure for Special Actions. In the absence of a court order, the filing of an appeal or special action will not stay the enforcement.

**E. Powers, duties and responsibilities of the board.**

1. **Appeals.** On an appeal, the board may affirm, reverse or modify the notice of violation or notice of designation of a slum. In the event that the board modifies the notice, the following limitations and procedures shall apply:
  - a. If the appeal is taken on the grounds that the amount of time for correction of the violation given in the notice of violation is unreasonable, upon a showing by the appellant that the time is unreasonable, and upon a satisfactory showing by the appellant that there is a reasonable probability that the appellant will be able to correct the violation by the granting of additional time, the board may grant up to an additional ninety (90) days to correct the violation. The board may permit Town staff to grant additional time of up to ninety (90) days if during the initial time extension, the appellant has substantially complied with any plan or timetable approved by the board.
  - b. If the appeal is taken on the grounds that the method to correct the violation as specified in the notice of violation is unreasonable, the board may approve an alternate method of correction as long as the purposes of this Title are fulfilled.
  - c. In the event the appeal is taken on the grounds that the cost of the abatement is unreasonable, the board may affirm, modify or reverse the lien or assessment amounts resulting from the abatement for good cause shown.
  - d. If the appeal is taken on the grounds that an order to vacate is unreasonable or arbitrary, the board may affirm, reverse or modify the order to vacate.
2. **Adoption of rules.** The board may adopt rules necessary to carry out the duties and responsibilities imposed upon it by this section. Such rules shall not be inconsistent with the provisions of this Title or the Charter or Code of the Town of Huachuca City.

## **CHAPTER 16.55 LIABILITY, CONFLICTS, SEVERABILITY**

### **16.55.010 Liability**

- A. The board, manager, code official, or any employee charged with the enforcement of this Title, acting in good faith and without malice for the Town in the discharge of the duties required by this Title or other pertinent law or ordinance, shall not be personally liable for damages that may accrue to the persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against said board, manager, code official or employee because of such act or omission performed in the enforcement of any provisions of this Title or other pertinent laws or ordinances shall be defended by the Town until the final termination of the proceedings, and any judgement resulting therefrom shall be assumed by the Town.
- B. This Title does not relieve from or lessen the responsibility of any person owning, operating or controlling any property, premises, building or structure for any damages to persons or property caused by defects, nor shall the Town be held as assuming any such liability by reason of the inspections authorized by this Title.

### **16.55.020 Conflict of ordinances**

- A. In any case where a provision of this Title is found to be in conflict with a provision of any zoning, building, housing, fire, safety or health ordinance or code of the Town existing on the effective date of this Title, the provision/s which establishes the higher standard for the protection and preservation of public health and safety shall control.
- B. In cases where two (2) or more provisions of this Title should conflict, the most stringent or restrictive shall prevail.
- C. This Title is not intended to repeal, abrogate, annul or in any way impair or interfere with existing provisions of other laws or ordinances, except those specifically repealed by this Title.

### **16.55.030 Severability**

If a provision of this Title or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Title that can be given effect without the invalid provision or application, and to this end the provisions of this Title are severable.

## CHAPTER 16.60 FORECLOSURE/VACANT PROPERTY REGISTRY

### 16.60.010 Purpose and Intent

It is the purpose and intent of this Chapter to establish a registration program to identify and regulate foreclosures and vacant properties with the Town. Furthermore, the intent of the registration program is to provide a mechanism to protect and preserve neighborhoods and the commercial district within the Town from becoming unsightly and blighted due to the lack of adequate maintenance of foreclosures and vacant properties.

### 16.60.020 Definitions

For the purpose of this chapter, the following definitions shall apply:

**Foreclosure(s):** Any property that is vacant and meets one or more of the following criteria:

1. Is under a current notice of default with any foreclosing entity and/or notice of trustee's sale;
2. Is subject to a current foreclosure action;
3. A finding of foreclosure has been issued relative to the property;
4. Has been the subject of a foreclosure where the title was retained by the beneficiary of a deed of trust involved in the foreclosure;
5. Is owned by a foreclosing entity; or
6. Has been transferred via a deed in lieu of foreclosure.

**Foreclosing entity:** An entity holding a note secured by a mortgage, an entity holding a lien recorded with Cochise County Recorder's office, a non-government entity that holds an interest in delinquent property taxes, an entity that takes property via a deed in lieu of foreclosure, an entity that has purchased a property from a sheriff's sale, a government entity that accepts property as a result of a government insured mortgage or loan.

**Owner:** Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**Property:** Any unimproved or improved real property or portion thereof, situated in the Town including any house, manufactured home, mobile home, building or other structure that may be located on the property regardless of condition.

**Vacant:** Any property, building, manufactured home, mobile home or structure, or any part thereof that are not presently occupied by persons lawfully entitle thereto. It does not include any property, building, manufactured home, mobile home or structure that is unoccupied by reason of the temporary absence of lawful occupants who intend to return and resume occupancy, provided such absence does not exceed four (4) months within a year.

#### 16.60.030 Applicability

The provisions of this Chapter shall apply to all property within the Town, to include all residential and commercial property. The requirements and penalties in this Chapter are in addition to and shall not be considered in conflict with any and all other requirements of this Title and the Huachuca City Municipal Code. Nothing within this Chapter shall be construed to limit the foreclosing entity or the owner of vacant property to comply with and adhere to any and all building, housing, health, code enforcement and zoning ordinances or any other local, state and federal laws.

#### 16.60.040 Authority to implement

By means of contract, the Town may assign and delegate to another person or entity the authority and responsibility to effect, collect and maintain registrations and registration fees authorized under this chapter.

#### 16.60.050 Registration requirements

- A. **Foreclosure property.** Any foreclosing entity that files a foreclosure action, accepts a deed in lieu of foreclosure, buys real property at a sheriff sale, or accepts property as a result of a government insured mortgage or loan shall, within fifteen (15) days after property becoming vacant, register the foreclosure property on forms to be provided by the Town. In connection with that registration, the foreclosing entity shall also designate a property manager to inspect, maintain and secure the property. The designated property manager must be located within Arizona, and must be:
  1. A duly licensed property management company or property preservation company;
  2. A department or section of a foreclosing entity that is devoted to property management or preservation; or
  3. A service provider specifically employed by a mortgagee to provide property management or preservation within the Town.
- B. **Vacant property.** Any owner of vacant property, whether residential or commercial, shall, within fifteen (15) days after property becomes vacant, register the vacant property on forms to be provided by the Town. In connection with that registration, if the owner does not reside within Arizona, the owner shall also designate a local property manager or agent who would be responsible to inspect, maintain and secure the property.
- C. **Each property registered separately.** Each property having a separate Parcel Identification Number, as designated in the official records of the Cochise County Assessor office, shall be registered separately on forms provided by the Town.
- D. **Required information.** It is the responsibility of the foreclosing entity or the owner of vacant property making the initial application for registration, and any subsequent applications for registration, to provide the following required information:

- A. The direct name, mailing address, and telephone number of the foreclosing entity or owner of the vacant property;
- B. The name, address, telephone number and email address of an authorized agent for the foreclosing entity of the vacant property to receive notices of code violations, to receive process in any court and to receive notice of enforcement proceedings in connection with the enforcement of this Title;
- C. The name, address, email address and a twenty-four (24) hour contact telephone number of the local property manager or designated agent responsible for the security and maintenance of the property.
- D. The period-of-time the vacant building is expected to remain vacant and a plan and timetable for returning the building to appropriate occupancy or use and/or for demolition of the building.
- E. **Registration renewal.** The registration of the property shall remain valid for twelve (12) months. Upon the expiration of the registration period, the foreclosing entity or the owner of vacant property shall complete another application to renew the registration of the property and pay an additional registration fee. The property registration requirement shall remain until the property is legally occupied; the foreclosure action has been dismissed; the property is purchased, and the deed transferred into the new owner's name.
- F. **Change in registration information.** Any person, firm, partnership, co-partnership, association, fiduciary, beneficiary, lender, corporation or any legal entity that has registered under this Chapter must report any change in registration information required by this Chapter, within ten (10) days of the change.
- G. **Orders requiring registration.** If a foreclosure or vacant property is identified and found not to be registered with the Town as required by this Chapter, orders will be issued requiring the property is registered.
- H. **Posting contact information.** Property shall be posted with the name and contact phone number of the foreclosing entity, owner or designated property manager. The posting shall be no less than eight and one-half inches by eleven inches and shall contain, along with the name and contact number, the words "THIS PROPERTY IS MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or substantially similar wording. The posting shall be placed in a window adjacent to the entry door or attached to the exterior of the entry door. Exterior postings must be made of weather-resistant materials.
- I. **Existing vacant buildings.** Buildings or structures that are vacant property at the time of the adoption of these provisions must register within thirty (30) days of the date these provisions take effect.

#### 16.60.060 Fees

Registration fees shall be set by the Town Council by resolution from time to time.

- A. All registration fees shall be paid as specified by the established fee schedule for each property subject to the provisions of this Chapter. Fees are non-refundable and shall not be prorated.
- B. In the case where the foreclosing entity or owner of vacant property has failed to register, there shall be assessed any added cost incurred by the Town in having to determine ownership, which may include, but is not limited to a title search.
- C. The Town shall have the authority to collect any additional fees owed to the Town at the time the property is registered. Payment in full of all the following fines, fees and debts relating to the vacant property being registered that are owed to the Town and are currently due or past due must be paid prior to obtaining registration:
  - 1. Outstanding water, sewer, trash or landfill bills;
  - 2. All charges for mowing, cleanup, weed or debris removal; and
  - 3. All charges for securing of the property, including locks and boarding.
  - 4. Any fines, penalties or debts of any sort arising from provisions of this Title, including blight violations.
- D. All fees hereunder that remain unpaid after fourteen (14) days written notice to the foreclosing entity, owner or property manager shall be assessed against the property as a lien and included on the tax roll.
- E. All delinquent fees shall be paid by the foreclosing entity or owner of vacant property prior to any transfer of an ownership interest in the property.

#### **16.60.070 Evidence of vacancy**

A structure or property will be presumed vacant when any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past due utility notices or disconnection of utilities; accumulation of trash, junk or debris; the absence of window coverings such as curtains, blinds or shutters; the absence of furnishings or personal items; statements based on observations by neighbors, passersby, delivery agents or government employees that the property is vacant.

#### **16.60.080 Fire damaged property**

If a building or structure regulated hereunder is damaged by fire, the owner has ninety (90) days from the date of the fire to apply for a permit to start reconstruction or demolition. Failure to do so will result in the property being deemed vacant property and also subject to the requirements of this Title.

#### **16.60.090 Inspection requirements**

Upon registration, an exterior property maintenance inspection shall be scheduled with the Code Official. A notice of violation or orders to correct may be issued for any violations of this Title or the Huachuca City Municipal Code identified during an inspection. Additionally, express authorization shall be provided for the Town employees, and contractors designated by the Town, to enter upon the property for the purpose of ensuring compliance with this chapter. Regular inspections of the property must be performed by the foreclosing entity or their property manager and an owner of vacant property or the owner's designated agent, to ensure compliance with this Chapter, Title all all other applicable laws.

#### **16.60.100 Monitoring of property**

- A. The code official shall inspect and monitor the condition of any property required to be registered under this Chapter, including building, water, fire, police/public safety, and any other inspections deemed necessary by the code official.
- B. The code official or designee shall have the authority to require foreclosure entity, owner or property manager to implement additional maintenance, security, or other measures not specified in this Chapter as may be reasonably required to prevent further decline or blight of the vacant property.
- C. Vacant property that is left open and/or accessible shall be subject to entry by the code official in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured. The foreclosing entity or owner of the vacant property subject to the provisions of this Chapter, which property is found open or unsecured, shall be responsible for a securing fee as set by the Town Council to offset the costs incurred by the Town in securing the property if the owner, property manager or designated agent cannot be contacted or does not secure the property within twenty-four (24) hours.

#### **16.60.110 Maintenance requirements**

It is declared a public nuisance for any foreclosure entity, owner, property manager or designated agent to cause, permit or maintain any property condition contrary to the provisions of this Section. The owner, foreclosure entity or individual responsible for the care and control of the property shall perform regular weekly inspections of the property to assure compliance with the requirements of this Section, and shall allow access to the property by the Building Official or Code Official for the purpose of inspection and in the case of emergency. Properties subject to this Chapter shall be maintained in a safe and sanitary manner, in accordance with this Title and Huachuca City Municipal Code, including, but not limited to:

- A. Being kept free of overgrown vegetation, including grass and weeds exceeding twelve (12) inches in height;
- B. Being kept free of any accumulation of newspapers, circulars, flyers, trash, junk, debris, litter, buildings materials, discarded personal items, furniture, appliances or any other issue that gives the appearance of vacancy;

- C. Being kept free of any infestation of rodents, insects or vermin. The owner, property manager or designated agent shall immediately upon notice undertake an expedient means of extermination of such nuisances. Such extermination shall be certified by an approved exterminator and proof of the same provided to the code official.
- D. Being sure the area between the sidewalk space and the roadway (whether the sidewalk is installed or not) is free from vegetation growth, obstructions, tripping hazards, garbage, litter and debris.
- E. Being sure that no yard area of an unoccupied or vacant building, or the unoccupied or vacant building itself, is utilized for the storage of any materials unless said materials are being used on site for the renovation, construction, repair or demolition of said building.
- F. Being sure property is free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the building or structure affected.
- G. Being sure the appearance of exterior of the premises and the condition of buildings and accessory structures reflects the level of maintenance in keeping with the standards of the neighborhood in such that the appearance of the premises and structures do not constitute to a blighting factor for adjoining property owners or an element leading to the progressive deterioration and downgrading of the neighborhood with the accompanying diminution of property value.
- H. Being sure every foundation, exterior wall and exterior roof shall be weathertight, watertight and rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.
- I. Being sure all building appurtenances are securely attached so as not to cause a blighting condition, including, but not limited to, gutters, downspouts, shutters, railings, guards, steps, awnings, canopies, signs, lights fixtures and fire escapes.
- J. Being sure pools, spas, and other water features are kept in good working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and complies with the minimum security fencing, barrier and maintenance requirements outlined in this Title
- K. Being sure detached signs and lighting systems are structurally sound and maintained so as not to cause a blighting condition or removed.
- L. Being sure fencing and retaining walls are structurally sound. Any fence or wall with broken or hanging components shall be repaired, straightened or removed.
- M. Being sure utilities are properly disconnected or connected and in proper working order.
- N. Being sure all perishables are removed from the interior of buildings and structures.

#### **16.60.120 Security requirements**

Properties subject to this Chapter shall be maintained in a secure manner, in accordance with this Title and Huachuca City Municipal Code, so as not to be accessible to any unauthorized persons. Secure manner includes, but not limited to:

- A. Being sure buildings and structures are secured in such a manner so as not to be accessible to unauthorized persons. Doors, windows, and other openings that make the property accessible must be closed and locked so that a key, keycard, tool or special knowledge is necessary to gain access. Broken windows must be repaired or replaced within fourteen (14) days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than fourteen (14) days; and
- B. In the case of damaged or broken fences, gates, pool barriers and other openings, the unsecured opening must be repaired per provisions of this Title.

#### **16.60.130 Abatement and demolition**

Whenever a property is deemed abandoned or vacant pursuant to the terms of this Title and is not maintained pursuant to the terms of this Title and the Huachuca City Municipal Code, the code official may order the abatement of the violation or any other action that may be required including, but not limited to, demolition. Any abatement action shall be conducted in accordance with the provisions of this Title and the Huachuca City Municipal Code. The cost of any action taken by the Town shall be charged against the real estate upon which the structure or violation is located and shall be a lien upon such real estate.

#### **15.60.140 Violations and enforcement.**

- A. It is unlawful for a responsible person under this Chapter to violate any provision of this Title.
- B. The provisions of this chapter shall be enforced by the designated code official of the Town.
- C. The code official who observes a violation of any of the provisions of this chapter shall take one or more of the actions described below in order to resolve the violation:
  - 1. Issue a notice and order to comply to the responsible person.
  - 2. Prepare a request for a long form criminal complaint. The request will be forwarded to the Town attorney for approval. The Town attorney will file the complaint with the Town of Huachuca City Municipal Court against the foreclosing entity, owner or any other party as deemed appropriate by the Town attorney. The Town attorney may reduce criminal violations to petty offenses or defer prosecution in the interest of justice.
  - 3. A notice and order to comply is not required if the responsible person is the same and the person has been charged criminally within the previous twenty-four months for the same or similar code violation.
  - 4. Police officers may cite any violation of this chapter as a criminal offense without notice by using the Arizona traffic ticket complaint form for enforcement.
- D. In addition to any enforcement remedy otherwise available, the code official has authority to require a responsible person to implement additional maintenance and/or security measures as may be reasonably required to prevent further decline of the property.

#### **16.60.150 Penalty**

- A. Failure to file the required registration form, or failure to maintain the registration form containing current information shall be a civil infraction and subject to a \$100 fine. Each day that a registration form is not on file and each day that an owner or foreclosing entity fails to maintain current information in a registration form shall be considered a separate offense.
- B. Failure to make required repairs, or a second or subsequent offense of any other requirement of this Chapter shall be a misdemeanor subject to prosecution.

#### **16.60.160 Appeals**

Any person directly affected by a decision, notice or order under this Title shall have the right to appeal to the Board of Adjustment, provided that a written application for appeal and fee is submitted within fifteen (15) days from the date of the notice or order. An application for appeal shall be based on a claim that the true intent of this Title or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Title do not fully apply, or the requirements of this Title are adequately satisfied by other means. Appeals heard by the Board of Adjustment shall be submitted on forms provided by the Town.

#### **16.60.170 Joint and several liability**

Any owner, person in control, foreclosing entity, or subsequent owner of property for which a notice of violation is issued to correct violations shall be jointly and severally liable for the costs incurred by the Town for the abatement of violations on the property. Joint and several liability shall be attributed to each entity in the chain of title from the date of issuance of orders forward.

#### **16.60.180 Waived inspection and maintenance**

A foreclosing entity's obligation under this chapter regarding inspection and maintenance of a vacant property may be waived by the Town if the foreclosing entity demonstrates to the satisfaction of the Town that the circumstances set forth below exist:

- A. The mortgage documents either expressly prohibit the mortgagee and its agents from entering the property for purposes required herein or do not authorize entry in order to protect the mortgagee's interests in the property; and
- B. There is a reasonable possibility, based on articulable evidence, that:
  - 1. The obligor under the mortgage or an authorized occupant of the premises will report the entry as a trespass; or
  - 2. The obligor under the mortgage will assert against the mortgagee, whether in a foreclosure proceeding or otherwise, a claim that the entry is a breach of the mortgage documents or constitutes an illegal or unauthorized entry on the property.

#### **16.60.190 Severability**

**If a section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter.**

**TITLE 16 FEES**

Initial Inspection to determine the existence of a violation .....	\$No Charge
Re-inspections as required in Title 16 .....	\$100
Board of Adjustment Appeal .....	\$300 plus
Deposit for publication if required .....	\$250
Administrative Appeal .....	\$No Charge
Residential Foreclosure/Vacant Property Registry (Yearly) .....	\$100
Non-Residential Foreclosure/Vacant Property Registry (Yearly) .....	\$250





**Sulphur Springs Valley  
Electric Cooperative, Inc.**

A Tuckman Group Company

311 E Wilcox Drive  
Sierra Vista, AZ 86635  
Tel: (520) 458-4881  
Fax: (520) 458-8881

**INVOICE: 10438**

Invoice Date: 09/11/2019  
Terms: NET  
Due Date: 09/11/2019  
Amount Due: \$ 1,975.76

HUACHUCA CITY  
500 N GONZALES  
HUACHUCA CITY AZ 85616-9791

Account: 92638  
Description: \*\*\*PRELIMINARY CHARGES\*\*\*92638  
500 N. GONZALES BLVD  
NEW 200 AMP UG SERVICE FOR PARK  
FINAL ADJ WILL BE BASED ON ACTUAL COST

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
LABOR	1.000	JOB	985.5000	985.50	
MATERIAL	1.000	JOB	652.2600	652.26	
TRANSPORTATION/EQUIPMENT CHG	1.000	JOB	438.0000	438.00	
DESIGN FEE/BALANCE PREVIOUSLY PAID	-1.000	JOB	100.0000	-100.00	

**MESSAGES**

1) These are estimated costs. Final adjustments will be based on actual costs after construction has been completed & a balance may be owed.

2) This estimate is valid for 90 days from the date of this invoice.

3) This invoice must be paid before the work order will be released to construction.

Subtotal: \$ 1,975.76  
Tax: \$ 0.00  
Total: \$ 1,975.76  
Amount Paid: \$ 0.00  
Amount Due: \$ 1,975.76



**Sulphur Springs Valley  
Electric Cooperative, Inc.**

A Tuckman Group Company

311 E Wilcox Drive  
Sierra Vista, AZ 86635  
Tel: (520) 458-4881  
Fax: (520) 458-8881

Account: 92638  
Invoice: 10438  
Due Date: 09/11/2019  
Amount Due: \$ 1,975.76

Amount Of Payment: \_\_\_\_\_

Remit To:

SULPHUR SPRINGS VALLEY ELECTRIC COOP  
311 E. WILCOX DR.  
ACCOUNTING DEPT/ACCOUNTS RECEIVABLE  
SIERRA VISTA AZ 85635

HUACHUCA CITY  
500 N GONZALES  
HUACHUCA CITY AZ 85616-9791



**PROPOSAL**

**Antelope Run Electric**

**P.O. Box 888**

**Sierra Vista, AZ 85836-0888**

**Phone/Fax (520) 803-0822**

**ARIZONA LICENSE NUMBERS:**

**C-11 #132686 L-11 #132687**

Proposal Submitted To:	Phone	Date
Town of Huscher City		8-28-19
Street	Job Name:	
City, State & Zip Code	Job Location	
	City Park	
Includes:		
Install 200 amp pedestal with 4ft outlets below		
Includes all trenching connecting conduit and		
labor to complete job		
Excludes any costs by SSVEC		

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of

\$ 3,780.00

All material is guaranteed to be as specified. Any alteration or changes from the above specifications involving extra costs will be completed only upon written orders, and will become an extra charge over and above the stated estimate. This agreement is contingent upon accidents or delays beyond our control.

Joseph G. Miller

Note: This proposal may be withdrawn by Us if not accepted within days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature/s





# MOYES SELLERS & HENDRICKS

STEVE WENE • 602-604-2189 • [swene@law-msh.com](mailto:swene@law-msh.com)  
1850 N. Central Avenue, Suite 1100 • Phoenix, AZ 85004 • fax 602.274.9135

September 19, 2019

**SENT VIA ELECTRONIC MAIL**

[tbenavidez@benavidezlaw.com](mailto:tbenavidez@benavidezlaw.com)

Town of Huachuca City  
c/o Thomas Benavidez  
Benavidez Law Group, P.C.  
7400 N. Oracle Rd., Suite 143  
Tucson, Arizona 85704

**Re: Engagement Agreement**

Dear Ms. Benavidez:

We appreciate your confidence in retaining our firm to represent you. At this time we would like to review the matters for which we have been retained as well as the billing procedures and payment terms set by Moyes Sellers & Hendricks. Our general Engagement Policies and Procedures are set out in the enclosure to this letter. Please let us know if you have any questions about the conditions on which we are entering into this representation.

We are being retained to represent and assist you in the *Gila River Adjudication* proceedings.

We will issue statements monthly. The statements will show the fees and charges incurred during the previous month, in accordance with the attached policies. We will address our statements to you at the above electronic address.

We expect payment within 30 days after the date of the statement. Our obligation to give independent advice compels us to stay clear of financing our clients. We have a policy against continuing representation if an account is not current. We will review each statement before it is mailed to you and will make any adjustments we believe are appropriate. You should be certain, however, to alert us promptly to any questions you may have about the statement or the work for which you were billed by contacting us.

My current hourly billing rate is \$250. Paralegals are assigned to perform specific tasks as necessary and are billed at rates that range between \$60 and \$150 per hour. These rates may be adjusted by two percent or less each calendar year as shown in the following statement without separate notice.

The firm will not require a retainer at this time. We reserve the right to request a retainer at a later date as the matter progresses. Please refer to the Terms of Engagement as it relates to funds held in trust. When the project is complete, we will document the termination of our

Town of Huachuca City  
September 19, 2019  
Page 2

representation in this matter and return all files to you. There will be costs associated with termination, but as a matter of policy the attorneys' billable time will not exceed one hour.

Please do not hesitate to call if you should have any questions. Once again, we appreciate your confidence and look forward to serving as local counsel in this matter. Please sign and date the acknowledgment at the bottom of this letter and return it to us at your earliest convenience.

Sincerely,



Steve Wene

SW/aln  
Enclosure

**ACKNOWLEDGED AND AGREED**

this \_\_\_\_ day of September, 2019:

**TOWN OF HUACHUCA CITY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A**

Attachment to Engagement Letter

**Moyes Sellers & Hendricks Ltd.**  
(EIN 86-0936446)

### Engagement Policies And Procedure

#### **TO OUR CLIENTS:**

This document is to set forth the standard terms of engagement under which Moyes Sellers & Hendricks will provide you legal services. We are pleased that you have shown the confidence in us by asking us to represent you. It is important that both you and we have a clear understanding of the conditions of our representation as we provide you with legal services. Please contact us promptly if you have any questions.

**Our Client - The First Important Issue is the Identity of Our Client.** Our engagement is limited to the representation of the person or entity identified in our engagement letter, and only that person or entity. If you want our representation to extend to any of your affiliates, employees, officers, shareholders, or any entities in which you own an interest, the additional representation, if it is appropriate, needs to be discussed and then clarified and agreed to by both of us in writing. Our representation is on behalf of just the individual or entity identified. For example, if you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are intended solely for you. We will not take the interests of others into account when providing you advice. As such, our advice should not be disseminated to or relied upon by anyone else without our written consent, and we take no responsibility for any other person's or entity's interests who rely on advice that was intended for you.

**Conflicts.** The firm represents other companies and individuals. During the time that we are representing you, some of our present or future clients may have disputes or transactions with you. You agree as long as it is allowed under the Ethical Rules that govern our practice that we may continue to represent existing or new clients in any matter that is not substantially related to our work for you. This applies even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation to the extent permissible under the Ethical Rules. Pursuant to those Rules, we agree that your consent to waive a conflict shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other information, that if known to another client, could be used to your material disadvantage. We generally ask for this waiver in engagement letters with other clients. This means that we have asked for similar agreements to preserve our ability to represent you.

In addition, you agree that we may disclose the fact that we represent you – but not the nature of such representation – to other clients for the purpose of obtaining such other clients' consent to any conflict. We will not disclose to the other client any confidential information pertaining to our representation of you.

**Fees.** We want you to discuss with us any questions you might have concerning our billing procedures. We charge fees based on the criteria for reasonableness set forth in the Arizona Rules of Professional Conduct, which include the time, effort and skill required to perform the services properly, the novelty and complexity of the issues, time constraints imposed by the client or by the nature of the matter, the degree of risk imposed on the lawyer, the amount involved and the results achieved. In many cases, the fees will be based on our standard hourly billing rates. Standard hourly rates are typically adjusted every year. Prior to implementing a change to our hourly rates, we will inform you of such changes.

**Billing and Costs.** In most cases, we bill monthly. We request that you review the bills promptly and identify any questions or comments you may have. We appreciate the prompt payment of our bills. If not paid sooner, payment is due within 30 days from the date of our billing statements. Our policy is to only advance costs and expenses as necessary to efficiently pursue the representation and to not advance costs and expenses of more than \$1,000. We will forward those invoices to you. If we advance costs and expenses, we include those costs on the next bill. These costs may include things such as filing fees, expert witness fees, and travel expenses. Bills may also include charges for other costs, such as messenger charges, courier charges, duplication or scanning services by third parties, and under certain circumstances, secretarial or paralegal overtime. Any fees or charges that we incur from outside services or vendors will be included on the bills without any mark-up or additions. Any changes in these routine charges will be reflected in our monthly billing statements.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements are not available to us until sometime after the month in which the service related to the charge was performed. In this case, it will be included in a subsequent bill, or an estimated amount may be included with an adjustment made when the actual disbursement information is available.

You agree to pay or resolve any invoices from third parties for fees and costs of over \$1,000 or that we otherwise forward to you for payment. This may include, among other things, fees, costs or disbursements such as appraisal fees and expert witness fees. In such cases, you agree to pay them directly to the third party provider and to provide us notice that they have been paid. You agree to be responsible for all third-party provider invoices incurred on your matter.

We will look to you for payment regardless of whether you are insured or may have the right to recover our fees from someone else. On occasion, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our bills.

**Funds Deposited with Moyes Sellers & Hendricks.** Monies deposited with our firm will be handled as follows:

**Retainers.** We frequently obtain an advance retainer from new clients, and from existing clients under certain circumstances, to secure the payment of our fees and recoverable expenses. If there has been or may develop a problem with the payment of our bills or other invoices forwarded to you, we may require an additional retainer. All retainers will be held in a general firm trust account, with interest payable to the Arizona Foundation for Legal Services and Education, and will be applied to our fees and expenses as we incur them. These retainer disbursements will be detailed on our billing statements sent to you, and we may ask you to maintain or replenish the retainer.

**Other Funds.** Occasionally, funds will be held for you and deposited with Moyes Sellers & Hendricks for your benefit. Unless we have another agreement with you, such funds will be deposited in a general firm trust account, with interest payable to the Arizona Foundation for Legal Services and Education.

**Estimates.** Sometimes we are asked to provide estimates and budgets. Legal services are very difficult to estimate, because, they are often very reactive and inherently uncertain in nature. Any estimates we provide, for budgeting purposes or otherwise, are only an approximation of potential fees. Such estimates are not a maximum or minimum fee quotation.

**Opinions.** During the course of our representation, we may express opinions or beliefs concerning litigation or various courses of action, or about the results that might be anticipated. Any such statement is intended to be an expression of opinion only, and should not be construed by you as a promise or guarantee. We will not provide any warranties or guarantees of any particular result and you should not assume that any opinions or evaluations we provide are certain to happen.

**Client Involvement.** It is important for you to recognize that we cannot effectively represent you without your cooperation and assistance. Therefore, you agree to cooperate with us and to provide promptly all information known or available to you that is relevant to our representation or otherwise requested by us. You also agree to keep us informed of any changes in your name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding you or your

business. It is essential that we be able to reach you. If you affiliate with, acquire, or are acquired by, or merge with, another company you agree to provide us with sufficient notice to permit us to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger.

**Credit Checks.** We may from time to time request information from credit reporting agencies for the purpose of verifying or considering your credit status. Your engagement of Moyes Sellers & Hendricks will constitute your authorization to perform such credit checks.

**Renewals and Updates.** We do not undertake to renew or maintain any trademarks, trade names, patents, UCC financing statements, judgments or other filings unless (i) otherwise specifically agreed upon in writing, and (ii) we are currently representing you at the time such renewal is required. As a matter of courtesy to you, we may choose from time to time to voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices are not an agreement on our part to be obligated to provide them to you or any assurance that such notices will be provided in the future.

**Termination.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and our obligation to give you reasonable notice to arrange for alternate representation. The engagement shall also terminate on the completion of our services hereunder. Our relationship will also be considered terminated if no matters are pending and there have been no communications between us for three months or more, unless otherwise agreed to in writing. You will remain obligated to pay for fees and costs incurred prior to termination.

**Post-Engagement Matters.** Unless our engagement is a continuing one, or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

**Retention and Destruction of Documents.** Following the conclusion of this engagement, any otherwise nonpublic information you have supplied to us which is

retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our Own files pertaining to the matter, which include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers, will be retained by the firm. If you do not request the return of your records, your records will be destroyed following the period of time specified by our document retention/destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

**Termination for Lack of Payment and Right to Attorneys' Fees.** In the unlikely event of any dispute regarding the amount or payment of fees, we reserve the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice. If there are any legal proceedings, including arbitration proceedings regarding our fees or this agreement, the prevailing party in any such matter shall be entitled to an allowance of reasonable attorneys' fees, expert witness fees, taxable costs, and other litigation related costs and expenses incurred as a result of the action or proceeding.

**Confidentiality.** In accordance with the Arizona Rules of Professional Conduct, we will maintain all information regarding your representation confidential. From time to time we may have discussions with other lawyers for the purpose of considering their employment by Moyes Sellers & Hendricks, or law firms for the purpose of considering a potential combination with such law firms. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to a confidentiality agreement between us and such other lawyers or law firms, and you agree that we may disclose such limited information for these purposes.

**Joint Representation.** Under the Rules of Professional Conduct, we are permitted to represent multiple clients in a matter as long as we can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves our representation of multiple clients, either at the commencement or during the course of the representation, we believe, based on the information available to us at the time of undertaking the joint representation, that there are no conflicts of interest among the clients that would prevent us from undertaking their joint representation.

However, along with its benefits, joint representation still brings with it the potential for conflicts of interest. Areas of potential conflict include, for example, the possibility that one of you may disagree regarding your respective rights or obligations

arising out of the underlying transactions or events or concerning strategy for negotiating a compromise. We ask that you try to resolve disputes among yourselves as we cannot mediate disagreements. We also ask that you work together to reach a consensus as to the objectives of the representation. There may also come a time in which one of you may wish to bring a claim against one of the other clients. In the event such a conflict of interest arises, Moyes Sellers & Hendricks may well be precluded from continuing to represent any of you. In that event, of course, you may be forced to incur additional expense in connection with retaining new counsel who would then need to get up to speed on this matter. If a conflict arises among any of the several clients, please notify us immediately.

Additionally, in order to represent all of the several Clients we will share material information relating to the representation with each of you. We cannot agree to withhold material information relating to the representation that we learn from one of you from the others. If at any time any one of you refuses to permit the sharing of information that is material to the joint representation, we may be required to withdraw from representing all of you.

You should consider the impact of joint representation upon attorney-client privilege. If Moyes Sellers & Hendricks jointly represents all of you, anything that any of you tells us would be privileged as against any third party. Such information would not be privileged, however, as among you. Accordingly, if any of you later have a falling out, there would be no applicable attorney-client privilege as among you with respect to any matters that may have been shared with the attorneys.

You are, of course, under no compulsion to consent to joint representation. We simply want to ensure that you are aware of the risks involved. Accordingly, we strongly encourage you to review this matter carefully and obtain advice from separate counsel before providing your consent. We will be happy to provide copies of all documents and correspondence to your designated representatives as this matter progresses so that you may continue to evaluate your interests in the matter.

While our bills may only be sent to one party of the multi-party representation, all parties to the representation are jointly and severally responsible for payment of our fees and costs, unless otherwise agreed to in writing.

If fewer than all parties have agreed to pay our fees and costs for the benefit of all, those clients who will not be responsible for payment of our fees and costs have consented to our joint representation of all clients notwithstanding that our fees and costs will be paid by one or more of the other clients.

**Local Counsel.** If you have engaged us as Arizona counsel to work with lawyers outside Arizona whom you have engaged for the specific purpose of having overall responsibility for the matter for which you have engaged us ("nonresident counsel"), our responsibility will be limited to consulting with nonresident counsel about

matters of Arizona law and procedure. Notwithstanding this limitation, we will undertake any tasks necessary to comply with our obligations under state and federal rules and, pursuant to direction from nonresident counsel, we will undertake other tasks and responsibilities necessary to accomplish the goal of the representation. Performing services as local counsel requires us to review correspondence and pleadings sufficient to understand the tasks we may be requested to perform, fulfill our obligations under state and federal rules, and respond to inquiries from parties, counsel, courts, and governmental agencies. The reasonable time required for these activities will be billed and paid in accordance with these Terms of Engagement.

**Representation of Attorneys.** If you are an attorney or a law firm, our work on your behalf will be limited to the work described in the accompanying engagement letter. Because we may represent clients in business and litigation matters where your firm represents a party with interests adverse to those of our other clients, the potential exists that actions taken by Moyes Sellers & Hendricks on behalf of its clients could directly or indirectly impact you and your firm. Examples are claims of conflict of interest, requests for discovery sanctions, and objections to fee applications. Accordingly, our representation of you and your firm is with the understanding that you consent to any conflict of interest with respect to our representation of other clients with respect to such matters.

**Representation of Spouses.** Spouses can have differing, and sometimes sharply conflicting, interests and objectives regarding matters such as estate plans. If each spouse had their own separate attorney, each would have an "advocate" for their position and each would receive totally independent and confidential advice from their own attorney. All information given to the separate attorney would be confidential, and none of that information could be disclosed to the other spouse without consent. This is not the case when one firm advises both spouses jointly. If we represent both spouses, we cannot be an advocate for one against the other. Information that either spouse gives to us cannot and will not be kept by us from the other spouse. If you have asked us to advise you jointly, our effort will be to assist you jointly and encourage the resolution of any differences of opinion or conflicting interests in an equitable and logical manner. As to those matters on which your individual interests may differ, we will attempt to explain to both of you the interests of each of you, and the effect on each of you of a particular course of action. If at any time during our representation of you either spouse wishes to retain separate counsel, the one desiring separate counsel may terminate our representation and we will be free to continue to represent the other spouse. However, we will be unable to continue to represent either spouse, without the consent of the other, in this or any substantially related matter in which your interests may be adverse. If we conclude that a serious or potentially serious conflict of interest between the spouses has developed, or is likely to develop, and that we should therefore not continue to represent either spouse, we will promptly notify both of you that we can no longer continue to represent either of you. In that event we will not be obligated to disclose to either spouse

the precise reason or reasons why we have concluded that we should discontinue the representation.

**Representation of Employees and Employers.** If we are representing both an employer and employee as joint clients, we have formed a judgment that employee's and employer's interests are sufficiently aligned that no conflict of interest is presented by the joint representation. If employer has agreed to pay our fees and expenses for both employer and employee, employee consents to such payment by employer. We urge employee, however, to consult with another attorney of her or his choice about our representing both employee and employer. Either party has the right to discharge us at any time, for any reason. If we learn something from either employee or employer that is relevant and material to the other concerning this matter, each agrees that we will share such information with the other, even if it is something employee or employer would otherwise want to be kept secret. If at some point we believe a conflict exists or is likely to develop between employee and employer, employee agrees that we may withdraw from representing employee and continue representing employer. Moreover, employee agrees that we will be permitted to use information gained from employee to defend employer, even if the information is something employee would want to be kept secret. Employee also agrees that we will be permitted to use this information if employee discharges us.

**Insurance Coverage.** If the services we are engaged to perform relate to the defense of your intellectual property rights, or other interests in litigation, your comprehensive general liability or other liability insurance may provide some reimbursement for the associated legal fees. You should contact your insurer or broker to determine the nature and extent of any applicable coverage. Our representation does not include responsibility for review of your insurance policies to determine the possibility of coverage for the matters subject to our representation, or for notification of your insurance carriers about the matter. It is the client's responsibility to pay the firm for services rendered and to obtain reimbursement from any insurer, unless we have otherwise agreed with you and your insurer.

**Representation of Insureds.** If our representation of you arises out of a matter for which you have insurance, and your insurance company has agreed to pay our fees and costs, you consent to our representation of you in such matter notwithstanding the payment of our fees and costs by an insurance company. We have accordingly formed a judgment that such payment will not interfere with our independent professional judgment or our relationship with you, our client. Moreover, information relating to your representation will be kept confidential unless you consent to its disclosure

We are pleased to represent you and we look forward to a mutually satisfying relationship. Again, if at any time you have a question or concern, please feel free to bring it to the attention of the attorney or attorneys responsible for your representation at Moyes Sellers & Hendricks.





# **Town of Huachuca City**

**The Sunset City**

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

E-Mail: [webmaster@huachucacityaz.gov](mailto:webmaster@huachucacityaz.gov)

**September 26, 2019**

**Bureau of Reclamation  
Water Resources and Planning Division  
P.O. Box 25007  
Denver, CO 80225**

**To Whom It May Concern:**

The Town of Huachuca City, Arizona is a member of the Upper San Pedro Partnership (USPP), a consortium of over 20 local, state, federal and private organizations within the Upper San Pedro River Basin in southeastern Arizona. The USPP was created to:

- 1) Ensure adequate long-term groundwater supply for current and future residents
- 2) Maintain river flows and habitat in the San Pedro Riparian National Conservation Area, and
- 3) Assist the region's economic driver—the U.S. Army Fort Huachuca—in meeting its federally-mandated water conservation goals.

The USPP often combines resources to assist local jurisdictions with water-related issues. For example, Huachuca City was burdened with an aging sewage treatment plant located in a 100-year floodplain. The facility could not be moved to a better location due to lack of funds or suitable land. The USPP developed a plan with Fort Huachuca's engineers to pump the Town's effluent to the Fort's underused treatment plant at little cost to the Town, offsetting the Fort's water usage by 112 acre ft. per year.

Over the past 21 years, the USPP Technical Committee has collected vital data on the San Pedro

River and its aquifers using cutting-edge tools and modeling techniques. Unfortunately, this data is scattered across diverse sites or buried in technical reports and largely inaccessible to the public.

The Town of Huachuca City supports the USPP Technical Committee's Web-based Hydrologic Information Portal (WHIP) grant proposal. The WHIP will provide interactive, real-time data presentation along with the ability for users to generate reports specific to their needs. This will benefit not only the Town and USPP partners, but other jurisdictions facing similar challenges across the desert southwest.

Sincerely,

Mr. Johann R. Wallace, Mayor  
Town of Huachuca City  
[jwallace@huachucacityaz.gov](mailto:jwallace@huachucacityaz.gov)



# TOWN OF HUACHUCA CITY

Mayor Johann R. Wallace | [jwallace@huachucacityaz.gov](mailto:jwallace@huachucacityaz.gov)

Community Food Bank,

September 25, 2019

The Town of Huachuca City is excited for the opportunity to bring the much needed service of mobile food distribution to its citizens. Many of our citizens do not have their own transportation and thus have no access to purchase their own groceries. Furthermore, Huachuca City is a food desert with only Dollar General and Circle K offering retail food for purchase.

The Town looks forward to working with the Community Food Bank and the Sierra Vista Salvation Army to bring this valuable service to our citizens. The Town will provide the Senior Center building and parking lot area (*located at 504 N. Gonzales Blvd, Huachuca City, 85616*) for the food distribution; as such we grant permission to the Community Food Bank and the Sierra Vista Salvation Army to provide these services at that location. The Town has approved road closures as needed and the Town Police department will manage traffic control.

Again, we look forward to working together to provide this service to our citizens,

Mr. Johann R. Wallace, Mayor  
Town of Huachuca City  
[jwallace@huachucacityaz.gov](mailto:jwallace@huachucacityaz.gov)  
Mobile: 520-595-8237





# TOWN OF HUACHUCA CITY

Mayor Johann R. Wallace | [jwallace@huachucacityaz.gov](mailto:jwallace@huachucacityaz.gov)

Community Food Bank,

September 25, 2019

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We recognize that the Sierra Vista Salvation Army will manage the mobile food distribution site on behalf of the Town with the assistance of Town staff.

Again, we look forward to working together to provide this service to our citizens,

Matthew C. Williams  
City Manager  
Town of Huachuca City, Arizona  
[mwilliams@huachucacityaz.gov](mailto:mwilliams@huachucacityaz.gov)  
Phone: 520-456-1354  
Cell: 520-678-1849

Captain Carlos Souza  
Corps Officer (Pastor/ Administrator)  
The Salvation Army Sierra Vista Corps  
[carlos.souza@usw.salvationarmy.org](mailto:carlos.souza@usw.salvationarmy.org)  
180 E. Wilcox Dr. - Sierra Vista - AZ - 85635  
Work: (520) 459-8411 Cell: (661) 574- 5101



## **Town Manager's Report**

September 15, 2019

**Dusk till Dawn-** Phase 2 contract has been approved. Phase 2 environmental testing's have been completed and are within acceptable levels.

**Sewer Pond boring-** Sewer pond sampling has been completed is within acceptable levels. Town staff is working on the closure plan and is hopeful to leave the "sludge" in place.

**Food Bank Planning-** Town staff met with the Salvation Army and the Tucson Food Bank to plan a monthly food bank pickup beginning in December 2019. More information to come soon.

**Bus Line Grant-** The Town has submitted its grant application to the Legacy Foundation for the bus line connector service. The Town will find out the status of this application around Thanksgiving 2019.

**Dump Truck Purchase-** The Town has purchased a 1998 Chevrolet C30 dump truck from the City of Scottsdale for a total of \$6728.85. This purchase was approved for up to \$10k at a March 2019 Council meeting.

### **Upcoming Meetings-**

- Tuesday, September 24 6pm Community Town Hall Meeting at Community Center
- Tuesday, September 24 7pm Your Voice Meeting at Community Center
- Thursday, October 10 11am Mayors/Managers Meeting at Senior Center

**Salvation Army Board-** The Town Manager has been appointed to serve on the Salvation Army board of directors for Cochise County.

**Town Christmas Tree-** Town staff is working on plans to relocate the Town Christmas Tree to Leffingwell Park. The main costs will be electrical upgrades to power the Christmas Tree lights.

**Town auditors-** The Town auditors were here the week of September 16-20. We expect the audit presentation to Council to be in December 2019.

**Town Clerk-** (no report provided)

### **Finance Clerk's**

#### **Finance Clerk's Report For Council Meeting**

- Total Bank Balance as of September 13, 2019 is **\$ 808,999.42**
  - a. Operating Account \$ 308,530.78
  - b. Basic Business Checking with Interest \$ 25,137.46
  - c. General Fund \$ 10,429.07
  - d. Water Savings \$ 28,416.86
  - e. Sewer Savings \$ 29,009.34
  - f. HURF Savings \$ 47,856.12

- g. Landfill Savings \$ 130,650.45
- h. State Infrastructure Fund \$ 197,802.20
- i. Police Car Savings \$ 28,695.00
- j. Holiday Basket Savings \$ 2,472.14
- Fuel Cost Allocations
  - 1. Water-47%
  - 2. Sewer-47%
  - 3. Public Works-6%
- Allocations of Court Clerk Position
  - 1. 50% Court
  - 2. 50% General Admin
- Employees Working Holidays Are Compensated
  - 1. Hourly Employees will get pay for working holidays
  - 2. Exempt Employees will get 8 hours-Flex Holiday for working holidays
    - a. Flex Holiday does not expired
    - b. Employees are able to use their Flex Holiday whenever they want
  - 3. The following exempt employees were compensated 8 hours flex holiday for working on July 4, 2019.
    - a. Town Manager
    - b. Library Director
    - c. Public Work/Landfill Supervisor
    - d. Police Chief
    - e. Police Lieutenant

### **Police-**

HCPD is down an officer who is currently on No Duty Status for 6 weeks.

Compressor, Battery Charger have been purchased to effect the removal of Impound Vehicles that have been bought on line through the surplus program.

HCPD Audit for Grants has been completed.

Attention to residents who are in violation of the Town Code continue to be identified. HCPD will work with the residents to come into Town Code compliance. This is an on-going opportunity to educate our citizens on what has changed and future expectations.

Staff continues to identify issues with SEACOM and work with their staff to resolve these issues. Line of Sight (Radio Communications) for the Tower is an issue that will be worked on with Town staff and SEACOM. HCPD will explore the option of moving our repeater to the Tower on Skyline.

#### Records:

Gerri Sullivan is on an much earned and needed vacation until the end of the month. Paul and Brandye continue to evolve our front desk operation. SEACOM has recently requested that we take walk in traffic to determine if the individual has a records need or requires police contact.

#### Animal Control:

Currently, the Animal Shelter carry's two Part Time employees.

Your two remaining ACO's are Rebecca Sizemore and Gerald Hursh.

Your Animal Shelter continues to experience great challenges over the coming months. The Shelter has recently experienced a Bee infestation. We are working with a Bee keeper to take the bees off the property and repopulate the hive to a safer location.

The animals will continue to be transported to the Sierra Vista Animal Shelter by our Animal Control Officers.

#### Whetstone Fire-No report provided

#### Library Report-

1. During the month of July, 2,138 people visited the library. During the month of August, 1558 people visited the library.
2. Planning for our Huachuca City Digital History Project is on-going. We will hold an informational meeting for the public on Sep 25 at 2:00 pm at the Senior Center. We hope to begin scanning photos and documents and to begin oral interviews in October.
3. I was accepted into the University of Arizona, Cooperative Extension Leadership Academy. Training focuses on how to be leader in the community and increased community engagement. It is a six-week course beginning Sep 21<sup>st</sup>. Will be one Friday or one Saturday a week. Hope to use the skills I learn to increase community involvement in Huachuca City.
4. Received a Census update from the Cochise County Complete Count Committee. Will be recruiting members of the community to be on the Huachuca City Complete Count Committee. There will be training for committee members on October 24 in Sierra Vista.
5. School children's programming has begun at the library. Coding Club on Mondays; Electronics on Thursdays; and STEM on Fridays. We also have a Kindergarten class and a 1<sup>st</sup> grade class that come to the library on Tuesdays for story-time.
6. Our Spotlight on Speaker program kicks off on Sep 26 at 10 am with Lucia Arteaga from the Arizona Attorney General's Office who will speak on Human Trafficking. This promises to be an excellent event. It is free and open to the public. Will be held in Council Chambers.

#### Senior Center Report – 15 September 2019

1. Senior Center Planning Meetings were held on August 6 and on September 10. Both were well attended.

2. The center is currently open from 8:30 – 2 on Wednesdays and Fridays. Currently 12-20 folks are coming when it is open. Therese Whitney, Wanda Casey, Leslie & Cal Saunders, Diane Hildebrandt, and Pat Woodruff all volunteered to act as hosts during the hours it is open. Gary Klocko also subsequently volunteered. They are a great group of volunteers.
3. The SEACOM Meeting and Mayors/Managers Luncheon will both be held in the Senior Center on Oct 10<sup>th</sup>.
4. There is a healthy eating class scheduled on Thursdays in November. Once that class has concluded, the Center will also be open on Thursday from 8:30-2:00.
5. We plan to hold two Senior game nights per month. The first will be on Oct 17<sup>th</sup> from 5 pm to 7:30 pm. Subsequent game nights will be on the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of the month. Marcia Lopez has agreed to host/organize the game nights.
6. We will hold a Senior Center Open House on Oct 25<sup>th</sup>. The event will be all day with refreshments being served from 3-6 pm.
7. Will be meeting with Tucson Foodbank and Carlos Souza from the SV Salvation Army on Tue, Sep 17 to discuss food box distribution program out of the Senior Center.

### **UPCOMING EVENTS**

Wed, Sep 18, Chiricahua Mobile Clinic, 8:30 am – 4 pm	Sr. Center Parking Lot
Sat, Sep 21, Friends Books Sale, 10 am – 2 pm	Connex
Mon, Sep 23, Healthy HC Committee Work Session, 5:30 pm	Library
Tue, Sep 24, Community Town Hall, 6 pm	Community Center
Tue, Sep 24, Your Voice, 7 pm	Community Center
Wed, Sep 25, Digital History Project Meeting, 2:00 pm	Senior Center
Thu, Sep 26, Human Trafficking (SoS Program), 10 am	Council Chambers
Thu, Sep 26, Town Council Meeting, 7 pm	Council Chambers
Mon, Oct 7, Healthy Huachuca Committee Meeting, 5:30 pm	Library
Tue, Oct 8, Senior Center Meeting, 1:00 pm	Senior Center
Thu, Oct 10, SEACOM Meeting	Senior Center
Thu, Oct 10, Mayor/Manager's Luncheon	Senior Center
Thu, Oct 10, America's 1 <sup>st</sup> Territorial Church (SoS), 10 am	Council Chambers
Thu, Oct 10, Council Long-term Planning Work Session, 6 pm	Council Chambers
Mon, Oct 14, Columbus Day Holiday	

Oct 14 – Oct 19, FALL BREAK

Oct 15-Oct 19, LibraryCon

Library

**\*Don't forget Trunk of Treat on Oct 31\*!**

### **Public works Foreman/Landfill**

1. All Daily rounds have been completed at all Well Sites, Sewer Ponds, and Landfill.
2. All Quarterly, Samples for the Holding Ponds have been pulled and sent to Tucson.
3. All Total Coliform Samples have been pulled sent to Tucson.
4. Public works continues to repair various Meter Sets and replacing Water Meters
5. The 816 K Packers has been repaired from the Trunnion Supports on the Blade.
6. Public works continues to cut and clean weeds, grass throughout Huachuca City.
7. Public works replaced an 80 foot Water Service Line to a residential house for their water service.
8. The Landfill has complete repairs to Roads in and out the dirt pit and regraded it to grade for covering the trash. Are in the steps off setting drainage pipe to control the tipping area from flooding.

### **BUILDING OFFICIAL**

#### **Building Dept.**

The building department issued two Notice of Violations for construction projects that were done without first obtaining a building permit. One of these cases has been resolved, with the Owner purchasing the proper permit and moving the structure to meet the required zoning setbacks. The other case is still ongoing and may require further Town enforcement action.

A site building and safety inspection has been conducted at the La Sombra Apartments, in conjunction with the Fire Department. Several items that need attention were pointed out to the Property Manager representing the new owners of the property. She was cooperative during the inspection and assured us that the Owner will be addressing all noted items. A follow up inspection is planned for in 90 days

#### **Update on Power Distribution Upgrade**

In June 2019, Council voted to move forward with Granite Peak Electric to reroute the IT sub-panel to the police dept panel and split the power cost between Town Hall and the Police Department. Both the Police and Fire Departments had previously informed me that the backup generator responds properly during a full shutdown. However, during a recent power shutdown in the Town it was revealed that only essential areas at the Police Department are hooked up to the generator. After further investigation into this new information, it was determined that if we were to reroute the IT sub-panel to the police sub panel as planned, it would take it off the generator

completely. Because of this new information, I now feel it would be a mistake to move forward as planned. **I now recommend that we cancel this Power Distribution Upgrade.**

### Code Enforcement

I am pleased to introduce the new Title 16 for Council review. This provides for guidelines for the maintenance of premises, buildings, structures and public rights-of-way (to include sidewalk areas and alleys). Many of these guidelines are not new but are now consolidated within one Title and outlines in print other guidelines from the Property Maintenance Code, which has been adopted by the Town for many years but has not been easily accessible to the public. Other new areas include guidelines for public nuisance and slum property designations. The Title also outlines the many ways the Town can enforce the provisions, from voluntary compliance to abatement or demolition. Enforcement can be from the Police Department, Fire Department (limited to fire related issues), Building Official or any other Code Enforcement Officer as designated by the City Manager. Another very important part of this new Title is the Foreclosure and Vacant Building Registry. This will require the foreclosure entity responsible for any property going through the foreclosure process to appoint a local property manager to keep the property properly maintained. Also, Owners of vacant property not in foreclosure will be required to register their property and be held responsible for maintenance of their property. The registry provides the Town with important contact information for all vacant property. This new Title will provide a new tool to help the Town with its commitment to improve its neighborhoods and business zones.

### SVMPO/SLRP/TAC-

## **Upper San Pedro Partnership (USPP) Technical Committee September 18, 2019 Meeting Report submitted by Joy Banks, Council Member**

The Tech Committee's Website Group has been busy updating the USPP website, removing dead links, adding new reports, etc. See it at <https://uppersanpedropartnership.org/>

A date for the proposed Science Summit has yet to be determined. The Tech Committee needs to solicit feedback from the member agencies about which data is most helpful to them for decision-making and funding of water-related projects.

The Bureau of Reclamation (BOR) has finally announced its WaterSMART Applied Science grant opportunities. The Tech Committee will be submitting a proposal for the USPP Web Portal which will:

“Create an interactive web-based tool—the Web-based Hydrologic Information Portal— (WHIP) – to improve access to and use of water resources data to increase water supply reliability in the Upper San Pedro Basin of southeast Arizona. Through interactive tools provided on the WHIP platform, this information can then be analyzed and utilized for water-use decision making and for water-related environmental decision making throughout the Sierra Vista Subwatershed.”

The format for Letters of Support will be sent to member agencies along with the draft grant proposal. Letters are due back sometime in October.

Next, Hydrologist Hans Huth with the AZ Dept. of Environmental Quality (ADEQ) gave a presentation about E.coli contamination in the Babocomari and San Pedro Rivers. [E.coli is a dangerous bacteria found in human and animal waste. High E.coli levels in water can make people very sick if they swim in it, or it gets into their food or drinking water.] Water samples with extremely high E.coli readings were gathered in the past few years which triggered the Environmental Protection Agency (EPA) to step in and label the Babocomari and San Pedro Rivers as 'impaired', requiring ADEQ to hunt down the causes of contamination. Mr. Huth said the highest readings came during and after 'flood events' when the rivers were flowing hard with mud and silt created by heavy rains. ADEQ ran DNA tests on the E.coli in those water samples and found that the highest E.coli readings were from 'bovine sources' (cows), but that both cow and human contamination were present at certain times. Mr. Huth has been tasked by ADEQ to find the best ways that ADEQ and EPA can apply grant money to solve the problems. His main focus will likely be on developing plans to stop soil erosion higher in the landscapes around both rivers.

The next USPP Technical Committee meeting will be Wednesday October 16<sup>th</sup> at 1:30 pm in the upstairs conference room of Sierra Vista City Hall, 1011 N. Coronado Drive, Sierra Vista, AZ.

